

1 AGREEMENT FOR PROVISION OF  
2 COLLABORATIVE COURTS FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE

5 AND

6 ORANGEWOOD ~~CHILDREN'S FOUNDATION, INC.~~  
7 ~~JANUARY~~ JULY 1, 2016 2017 THROUGH JUNE 30, ~~2017~~ 2020

8  
9 THIS AGREEMENT entered into this 1st day of ~~January, 2016 which~~ July 2017 (effective date ~~is~~  
10 ~~enumerated for purposes of reference only.~~) is by and between the COUNTY OF ORANGE, a political  
11 subdivision of State of California (COUNTY) and  
12 ORANGEWOOD ~~CHILDREN'S FOUNDATION, INC.,~~ a California nonprofit corporation  
13 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually  
14 as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange  
15 Health Care Agency (ADMINISTRATOR).

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17 **W I T N E S S E T H:**

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19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision ~~of~~ Collaborative  
20 Courts Full Service Partnership/Wraparound Services of, described herein to the residents of Orange  
21 County; and

22 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
23 conditions hereinafter set forth:

24 ~~— NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

25 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained  
26 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** ~~January~~ July 1, ~~2016~~ 2017 through June 30, ~~2017~~ 2020

Period One means the period from ~~January~~ July 1, ~~2016~~ 2017 through June 30, ~~2016~~ 2018

Period Two means the period from July 1, ~~2016~~ 2018 through June 30, ~~2017~~ 2019

Period Three means the period from July 1, 2019 through June 30, 2020

**Maximum Obligation:**

Period One Maximum Obligation:	<del>\$ 505,008</del>	<u>\$ 974,016</u>
Period Two Maximum Obligation:	<del>=</del>	<u>974,016</u>
Period Three Maximum Obligation:		<u>974,016</u>
<b>TOTAL MAXIMUM OBLIGATION:</b>	<del>\$ 1,479,024</del>	<u>2,922,048</u>

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** ~~140118956~~ 14-011-8956

**CONTRACTOR TAX ID Number:** 95-3616628

**Notices to COUNTY and CONTRACTOR:**

COUNTY: County of Orange  
 Health Care Agency  
 Contract Services  
 405 West 5th Street, Suite 600  
 Santa Ana, CA 92701-4637

CONTRACTOR: Oranewood ~~Children's~~ Foundation, ~~Ine.~~  
1575 E. 17<sup>th</sup> Street  
 Santa Ana, CA 92705  
 Chris Simonsen, Chief Executive ~~Officer~~ Director  
**EMAIL:** CSimonsen@orangewoodfoundation.org

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## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

4	<del>A. ADAS</del>	<del>Alcohol and Drug Abuse Services</del>
5	<del>B. AES</del>	<del>Advanced Encryption Standards</del>
6	<del>C. ARRA</del>	<del>-American Recovery and Reinvestment Act</del>
7	<del>D. ASRS</del>	<del>Alcohol and Drug Programs Reporting Systems</del>
8	<del>E. BBS</del>	<del>Board of Behavioral Sciences</del>
9	<del>F. BCP</del>	<del>Business of Continuity Plan</del>
10	<del>G. B. BHS</del>	<del>Behavioral Health Services</del>
11	<del>C. H. CalOptima</del>	<del>California Orange Prevention and Treatment</del>
12	<del>Integrated</del>	<del>Medical Assistance Plan</del>
13	<del>I. CAT</del>	<del>Centralized Assessment Team</del>
14	<del>J. CCC</del>	<del>California Civil Code</del>
16	<del>D. K. CCR</del>	<del>California Code of Regulations</del>
17	<del>E. L. CEO</del>	<del>County Executive Office</del>
18	<del>M. CFDA</del>	<del>Catalog of Federal Domestic Assistance</del>
19	<del>F. N. CFR</del>	<del>Code of Federal Regulations</del>
20	<del>OG. CHPP</del>	<del>COUNTY HIPAA Policies and Procedures</del>
21	<del>H. P. CHS</del>	<del>Correctional Health Services</del>
22	<del>Q. CPIA</del>	<del>California Information Practice Act</del>
23	<del>R. CMPPA</del>	<del>Computer Matching and Privacy Protection Act</del>
24	<del>S. COI</del>	<del>Certificate of Insurance</del>
25	<del>I. T. CRS</del>	<del>Crisis Residential Services</del>
26	<del>J. U. CSW</del>	<del>Clinical Social Worker</del>
27	<del>V. K. DD</del>	<del>Dual Diagnosis</del>
28	<del>W. L. D/MC</del>	<del>Drug/Medi-Cal</del>
29	<del>X. M. DHCS</del>	<del>Department of Health Care Services</del>
30	<del>N. Y. DoD</del>	<del>US Department of Defense</del>
31	<del>Z. DPFS</del>	<del>Drug Program Fiscal Systems</del>
32	<del>AA. DRS</del>	<del>Designated Record Set</del>
33	<del>O. AB. DSH</del>	<del>Direct Service Hour</del>
34	<del>P. ePHI AC. DSM</del>	<del>Diagnostic and Statistical Manual of Mental Disorders</del>
35	<del>AD. EHR</del>	<del>Electronic Protected Health Records Information</del>
36	<del>AEQ. EPSDT</del>	<del>Early Periodic Screening, Diagnosis, and Treatment</del>
37	<del>R. AF. FRC</del>	<del>Family Resource Center</del>

1	<del>AG.</del>	<del>FIPS</del>	<del>Federal Information Processing Standards</del>
2	<del>AH.</del>	<del>FSP/W</del>	Full Service Partnership
3	<del>AI.</del>	<del>FSW</del>	<del>Full Service</del> Wraparound
4	<del>S.</del>	<del>AJ.</del>	GAAP Generally Accepted Accounting Principles
5	<del>T.</del>	<del>AK.</del>	HCA Health Care Agency
6	<del>U.</del>	<del>AL.</del>	HHS Health and Human Services
7	<del>AMV.</del>	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
8			Law 104-191
9	<del>W.</del>	<del>AN.</del>	HSC California Health and Safety Code
10	<del>X.</del>	<del>AO.</del>	<del>IEA</del> Information Exchange Agreement
11	<del>AP.</del>	IRIS	Integrated Records and Information System
12	<del>Y.</del>	<del>AQ.</del>	ISO Insurance Services Office
13	<del>Z.</del>	<del>AR.</del>	<del>KET</del> Key Events Tracking
14	<del>AS.</del>	LCSW	Licensed Clinical Social Worker
15	<del>AA.</del>	<del>AT.</del>	<del>LPCC</del> Licensed Professional Clinical Counselor
16	<del>AU.</del>	LPT	Licensed Psychiatric Technician
17	<del>AB.</del>	<del>AV.</del>	LVN Licensed Vocational Nurse
18	<del>AW.</del>	<del>AC.</del>	MFT Marriage and Family Therapist
19	<del>AX.</del>	<del>AD.</del>	MHP Mental Health Plan
20	<del>AY.</del>	<del>AE.</del>	MHSA Mental Health Services Act
21	<del>AZ.</del>	<del>AF.</del>	MIHS Medical and Institutional Health Services
22	<del>BA.</del>	<del>MTP</del>	<del>Master Treatment Plan</del>
23	<del>BB.</del>	<del>NIST</del>	<del>National Institute of Standards and Technology</del>
24	<del>BC.</del>	<del>AG.</del>	NOA-A Notice of Action
25	<del>BD.</del>	<del>NP</del>	<del>Nurse Practitioner</del>
26	<del>BE.</del>	<del>AH.</del>	NPI National Provider Identifier
27	<del>BF.</del>	<del>AI.</del>	NPP Notice of Privacy Practices
28	<del>BG.</del>	<del>OCJS</del>	<del>Orange County Jail System</del>
29	<del>BH.</del>	<del>OCPD</del>	<del>Orange County Probation Department</del>
30	<del>BI.</del>	<del>OCR</del>	<del>Office for Civil Rights</del>
31	<del>BJ.</del>	<del>OCSD</del>	<del>Orange County Sheriff's Department</del>
32	<del>BK.</del>	<del>AJ.</del>	OIG Office of Inspector General
33	<del>BL.</del>	<del>AK.</del>	OMB Office of Management and Budget
34	<del>BM.</del>	<del>AL.</del>	OPM Federal Office of Personnel Management
35	<del>BN.</del>	<del>PADSS</del>	<del>Payment Application Data Security Standard</del>
36	<del>BO.</del>	<del>PAF</del>	<del>Partnership Assessment Form</del>
37	<del>BP.</del>	<del>PBM</del>	<del>Pharmaceutical Benefits Management</del>

1	<del>BQ.</del>	<u>AM.</u>	PC	State of California Penal Code
2	<del>BR.</del>	<del>PCI DSS</del>		<del>Payment Card Industry Data Security Standard</del>
3	<del>BS.</del>	<del>AN.</del>	PHI	Protected Health Information
4	<del>BT.</del>	<del>PI</del>		<del>Personal Information</del>
5	<del>BU.</del>	<u>AO.</u>	PII	Personally Identifiable Information
6	<del>BV.</del>	<del>POC</del>		<del>Plan of Care</del>
7	<del>BWAP.</del>	PRA		Public Record Act
8	<del>BX.</del>	<del>PSC</del>		<del>Personal Services Coordinator</del>
9	<del>BY.</del>	<u>AQ.</u>	QIC	Quality Improvement Committee
10	<del>BZ.</del>	<del>RCL</del>		<del>Rate Classification Level</del>
11	<del>CA.</del>	<del>RN</del>		<del>Registered Nurse</del>
12	<del>CB.</del>	<del>SAMSHA</del>		<del>Substance Abuse and Mental Health Services Administration</del>
13	<del>CC.</del>	<u>AR.</u>	<u>SIR</u>	<u>Self-Insured Retention</u>
14	<u>AS.</u>	SSA		Social Services Agency
15	<del>CD.</del>	<del>SSI</del>		<del>Social Security Income</del>
16	<del>CE.</del>	<u>AT.</u>	TAY	Transitional Age Youth
17	<del>CF.</del>	<u>AU.</u>	TBS	Therapeutic Behavioral Services
18	<del>CG.</del>	<del>HITECH Act</del>		<del>The Health Information Technology for Economic and Clinical Health</del>
19				<del>Act, Public Law 111-005</del>
20	<del>CH.</del>	<del>UMDAP</del>		<del>Universal Method of Determining Ability to Pay</del>
21	<del>CI.</del>	<u>AV.</u>	USC	United States Code
22	<del>CJ.</del>	<u>AW.</u>	WIC	State of California Welfare and Institutions Code
23	<del>CK.</del>	<del>WRAP</del>		<del>Wellness Recovery Action Plan</del>
24	<del>CL.</del>	<del>WML</del>		<del>Extensible Markup Language</del>
25	<del>CM.</del>	<u>AX.</u>	WOC	Wraparound Orange County

## II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

## III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties

1 hereto for the same services and substantially the same scope, at the termination of this Agreement,  
 2 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of  
 3 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by  
 4 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the  
 5 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
 6 said persons, shall be immediately given to COUNTY.

#### 8 **IV. COMPLIANCE**

9 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
 10 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
 11 programs.

12 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the ~~relevant HCA~~  
 13 policies and procedures relating to ~~HCA's~~ ADMINISTRATOR's Compliance Program, ~~HCA's~~ Code of  
 14 Conduct and access to General Compliance and Annual Provider Trainings.

15 2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of~~  
 16 ~~Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ Compliance Program,  
 17 Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance  
 18 Program ~~and~~ Code of Conduct ~~have been verified to~~ and any related policies and procedures shall be  
 19 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements  
 20 by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs below~~ this Paragraph IV  
 21 (COMPLIANCE). These elements include:

22 a. Designation of a Compliance Officer and/or compliance staff.

23 b. Written standards, policies and/or procedures.

24 c. Compliance related training and/or education program and proof of completion.

25 d. Communication methods for reporting concerns to the Compliance Officer.

26 e. Methodology for conducting internal monitoring and auditing.

27 f. Methodology for detecting and correcting offenses.

28 g. Methodology/Procedure for enforcing disciplinary standards.

29 ~~3. ——— 3.~~ If CONTRACTOR ~~elects to adhere~~ does not provide proof of its own  
 30 Compliance program to ~~HCA's~~ ADMINISTRATOR, CONTRACTOR shall acknowledge to comply  
 31 with ADMINISTRATOR's Compliance Program and Code of Conduct; the CONTRACTOR shall  
 32 submit to the ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement  
 33 a signed acknowledgement that CONTRACTOR shall comply with ~~HCA's~~ ADMINISTRATOR's  
 34 Compliance Program and Code of Conduct.

35 4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct ~~then~~  
 36 ~~it shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then  
 37 CONTRACTOR shall submit a copy of its Compliance compliance Program, Code code of Conduct and



1 all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of  
 2 award execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall  
 3 review said documents within a reasonable time, which shall not exceed forty five (45) calendar days,  
 4 and determine if CONTRACTOR's ~~Compliance Program and Code of Conduct contains all required~~  
 5 ~~elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to~~  
 6 ~~acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's~~  
 7 ~~Compliance Program and Code of Conduct does not~~ proposed compliance program and code of conduct  
 8 contain all required elements; to the ADMINISTRATOR's satisfaction as consistent with the HCA's  
 9 Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any  
 10 missing required elements and CONTRACTOR shall revise its compliance program and code of  
 11 conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after  
 12 ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the  
 13 ADMINISTRATOR.

14 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
 15 CONTRACTOR's ~~Compliance Program and Code of Conduct contains~~ compliance program, code of  
 16 conduct and any Compliance related policies and procedures contain all required elements,  
 17 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
 18 CONTRACTOR's ~~Compliance Program, Code~~ compliance program, code of ~~Conduct and~~ conduct,  
 19 related policies and procedures and contact information for the ADMINISTRATOR's Compliance  
 20 Program.

21 ~~6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and~~  
 22 ~~relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure~~  
 23 ~~such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute~~  
 24 ~~grounds for termination of this Agreement as to the non-complying party.~~

25 B. SANCTION SCREENING – CONTRACTOR shall ~~adhere to all screening policies and~~  
 26 ~~procedures and~~ screen all Covered Individuals employed or retained to provide services related to this  
 27 Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this  
 28 Agreement. Screening shall be conducted against the General Services Administration's Excluded  
 29 Parties List System or System for Award Management, the Health and Human Services/Office of  
 30 Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and  
 31 Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.

32 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all  
 33 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide  
 34 health care items or services or who perform billing or coding functions on behalf of  
 35 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem  
 36 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
 37 work more than one hundred sixty (160) hours per year; except that any such individuals shall become

1 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
2 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
3 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
4 procedures: (or CONTRACTOR's own compliance program, code of conduct and related policies and  
5 procedures if CONTRACTOR has elected to use its own).

6 2. An Ineligible Person shall be any individual or entity who:

7 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
8 federal and state health care programs; or

9 b. has been convicted of a criminal offense related to the provision of health care items or  
10 services and has not been reinstated in the federal and state health care programs after a period of  
11 exclusion, suspension, debarment, or ineligibility.

12 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
13 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
14 Agreement.

15 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-  
16 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that  
17 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and  
18 State of California health programs and have not been excluded or debarred from participation in any  
19 federal or state health care programs, and to further represent to CONTRACTOR that they do not have  
20 any Ineligible Person in their employ or under contract.

21 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
22 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
23 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
24 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
25 Ineligible Person.

26 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing  
27 federal and state funded health care services by contract with COUNTY in the event that they are  
28 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.  
29 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
30 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
31 business operations related to this Agreement.

32 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
33 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
34 screened. Such individual or entity shall be immediately removed from participating in any activity  
35 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or  
36 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.  
37 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the

1 overpayment is verified by ADMINISTRATOR.

2 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General  
3 Compliance Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered  
4 Individuals.

5 ~~1. CONTRACTOR~~ 1. CONTRACTORS that have acknowledged to comply with  
6 ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all  
7 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one  
8 (1) designated representative to complete ~~all~~ the General Compliance Trainings Training when offered.

9 2. Such training will be made available to Covered Individuals within thirty (30) calendar  
10 days of employment or engagement.

11 3. Such training will be made available to each Covered Individual annually.

12 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
13 copies of training certification upon request.

14 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
15 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
16 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
17 CONTRACTOR shall provide copies of the certifications.

18 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized  
19 Provider Training, where appropriate, available to Covered Individuals.

20 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
21 Individuals relative to this Agreement.

22 2. Such training will be made available to Covered Individuals within thirty (30) calendar  
23 days of employment or engagement.

24 3. Such training will be made available to each Covered Individual annually.

25 4. ~~ADMINISTRATOR~~ ADMINISTRATOR will track online completion of training while CONTRACTOR  
26 shall provide copies of the certifications upon request.

27 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
28 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a  
29 group setting while CONTRACTOR shall retain the certifications. Upon written request by  
30 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

31 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

32  
33 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
34 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
35 and are consistent with federal, state and county laws and regulations. This includes compliance with  
36 federal and state health care program regulations and procedures or instructions otherwise  
37 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or

1 their agents.

2 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims  
3 for payment or reimbursement of any kind.

4 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
5 fully documented. When such services are coded, CONTRACTOR shall use ~~accurate~~ proper billing  
6 codes which accurately describes the services provided and must ensure compliance with all billing and  
7 documentation requirements.

8 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in  
9 coding of claims and billing, if and when, any such problems or errors are identified.

10 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business  
11 days after the overpayment is verified by the ADMINISTRATOR.

12 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall  
13 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to  
14 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR  
15 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults  
16 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR's right to terminate this  
17 Agreement on the basis of such default.

## 18 V. CONFIDENTIALITY

19 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
20 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
21 regulations, as they now exist or may hereafter be amended or changed.

22 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this  
23 Agreement are ~~Clients~~ clients of the Orange County Mental Health services system, and therefore it may  
24 be necessary for authorized staff of ADMINISTRATOR to audit ~~Client~~ client files, or to exchange  
25 information regarding specific ~~Clients~~ clients with COUNTY or other providers of related services  
26 contracting with COUNTY.  
27

28 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
29 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
30 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,  
31 Part 2.6, relating to confidentiality of medical information.

32 3. In the event of a collaborative service agreement between Mental Health services providers,  
33 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,  
34 from the collaborative agency, for ~~Clients~~ clients receiving services through the collaborative agreement.

35 B. Prior to providing any services pursuant to this Agreement, all members of the Board of  
36 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and  
37 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the

1 confidentiality of any and all information and records which may be obtained in the course of providing  
 2 such services. This Agreement shall specify that it is effective irrespective of all subsequent  
 3 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or  
 4 authorized agent, employees, consultants, subcontractors, volunteers and interns.

## 6 **VI. COST REPORT**

7 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period  
 8 ~~Two~~Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the  
 9 period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the  
 10 individual and/or consolidated Cost Report in accordance with all applicable federal, state and  
 11 COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.  
 12 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,  
 13 and funding sources in accordance with such requirements and consistent with prudent business  
 14 practice, which costs and allocations shall be supported by source documentation maintained by  
 15 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event  
 16 CONTRACTOR has multiple Agreements for mental health services that are administered by HCA,  
 17 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as  
 18 stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to  
 19 COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all  
 20 individual Cost Reports to be incorporated into a consolidated Cost Report.

21 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated  
 22 Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to  
 23 impose one or both of the following:

24 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each  
 25 business day after the above specified due date that the accurate and complete individual and/or  
 26 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion  
 27 of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual  
 28 and ~~or~~ consolidated Cost Report due COUNTY by CONTRACTOR.

29 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
 30 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
 31 accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

32 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
 33 individual and/or consolidated Cost Report setting forth good cause for justification of the request.  
 34 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be  
 35 unreasonably denied.

36 3. In the event that CONTRACTOR does not submit an accurate and complete individual  
 37 and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the

1 termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new  
 2 agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by  
 3 COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

4 B. The individual and/or consolidated Cost Report prepared for each period shall be the final  
 5 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis  
 6 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are  
 7 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The  
 8 individual and/or consolidated- Cost Report shall be the final financial record for subsequent audits, if  
 9 any.

10 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
 11 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
 12 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim  
 13 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
 14 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
 15 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
 16 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
 17 calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect  
 18 to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due  
 19 COUNTY.

20 D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance  
 21 (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to  
 22 CONTRACTOR.

23 E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in  
 24 the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the individual  
 25 and/or consolidated Cost Report the services rendered with such revenues.

26 F. All Cost Reports shall contain the following attestation, which may be typed directly on or  
 27 attached to the Cost Report:

28  
 29 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
 30 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
 31 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
 32 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
 33 allowable and directly or indirectly related to the services provided and that this Cost  
 34 Report is a true, correct, and complete statement from the books and records of  
 35 (provider name) in accordance with applicable instructions, except as noted. I also  
 36 hereby certify that I have the authority to execute the accompanying Cost Report.  
 37

1 Signed \_\_\_\_\_  
 2 Name \_\_\_\_\_  
 3 Title \_\_\_\_\_  
 4 Date \_\_\_\_\_ "

**VII. DEBARMENT AND SUSPENSION CERTIFICATION**

**A. CONTRACTOR certifies that it and its principals:**

8 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
9 voluntarily excluded by any federal department or agency.

10 2. Have not within a three-year period preceding this Agreement been convicted of or had a  
11 civil judgment rendered against them for commission of fraud or a criminal offense in connection with  
12 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
13 under a public transaction; violation of federal or state antitrust statutes or commission of  
14 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or  
15 receiving stolen property.

16 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,  
17 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.  
18 above.

19 4. Have not within a three-year period preceding this Agreement had one or more public  
20 transactions (federal, state, or local) terminated for cause or default.

21 5. Shall not knowingly enter into any lower tier covered transaction with a person who is  
22 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,  
23 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless  
24 authorized by the State of California.

25 6. Shall include without modification, the clause titled "Certification Regarding Debarment,  
26 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions  
27 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in  
28 accordance with 2 CFR Part 376.

29 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and  
30 Coverage sections of the rules implementing 51 F.R. 6370.

**VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

33 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
34 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
35 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
36 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
37 Any attempted assignment or delegation in derogation of this ~~paragraph~~ Paragraph shall be void.

1 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
2 prior written consent of COUNTY.

3 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
4 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)  
5 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
6 assignment for purposes of this ~~paragraph~~ Paragraph, unless CONTRACTOR is transitioning from a  
7 community clinic/health center to a Federally Qualified Health Center and has been so designated by the  
8 Federal Government. Any attempted assignment or delegation in derogation of this  
9 ~~subparagraph~~ Subparagraph shall be void.

10 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
11 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
12 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
13 change in fifty percent (50%) or more of Board of Directors ~~or any governing body~~ of CONTRACTOR  
14 at one time shall be deemed an assignment pursuant to this ~~paragraph~~ Paragraph. Any attempted  
15 assignment or delegation in derogation of this ~~subparagraph~~ Subparagraph shall be void.

16 3. If CONTRACTOR is a governmental organization, any change to another structure,  
17 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
18 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
19 assignment for purposes of this ~~paragraph~~ Paragraph. Any attempted assignment or delegation in  
20 derogation of this ~~subparagraph~~ Subparagraph shall be void.

21 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
22 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
23 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
24 the effective date of the assignment.

25 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
26 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
27 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
28 governing body of CONTRACTOR at one time.

29 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
30 means of subcontracts, provided such subcontracts are approved in advance, in writing by  
31 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity  
32 under subcontract, and include any provisions that ADMINISTRATOR may require.

33 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a  
34 subcontract upon five (5) calendar ~~days~~ day's written notice to CONTRACTOR if the subcontract  
35 subsequently fails to meet the requirements of this Agreement or any provisions that  
36 ADMINISTRATOR has required.

37 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY



1 pursuant to this Agreement.

2 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
3 amounts claimed for subcontracts not approved in accordance with this ~~paragraph~~ Paragraph.

4 4. This provision shall not be applicable to service agreements usually and customarily  
5 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional  
6 services provided by consultants.

#### 7 8 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

9 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and  
10 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,  
11 and consultants performing work under this Agreement meet the citizenship or alien status requirement  
12 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
13 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
14 employment eligibility status required by federal or state statutes and regulations including, but not  
15 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
16 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
17 covered employees, subcontractors, and consultants for the period prescribed by the law.

#### 18 19 **X. EQUIPMENT**

20 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
21 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
22 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively  
23 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or  
24 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
25 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and  
26 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained  
27 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to  
28 ~~phones~~ telephone, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
29 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
30 depreciated according to GAAP.

31 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any  
32 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
33 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
34 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
35 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
36 purchased asset in an Equipment inventory.

37 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to

1 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in  
 2 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
 3 is purchased. Title of expensed Equipment shall be vested with COUNTY.

4 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
 5 with funds paid through this Agreement, including date of purchase, purchase price, serial number,  
 6 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,  
 7 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
 8 cost, if any.

9 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
 10 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
 11 or all Equipment to COUNTY.

12 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
 13 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,  
 14 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
 15 Equipment are moved from one location to another or returned to COUNTY as surplus.

16 G. Unless this Agreement is followed without interruption by another agreement between the  
 17 parties for substantially the same type and scope of services, at the termination of this Agreement for  
 18 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through  
 19 this Agreement.

20 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
 21 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

## 22 **XI. FACILITIES, PAYMENTS AND SERVICES**

23 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
 24 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.  
 25 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the  
 26 minimum number and type of staff which meet applicable federal and state requirements, and which are  
 27 necessary for the provision of the services hereunder.

28 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
 29 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.  
 30 The reduction to the for the appropriate Period as well as the Total Maximum Obligation. The reduction  
 31 to the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall  
 32 be in an amount proportionate to the number of days in which CONTRACTOR was determined to be  
 33 unable to provide services, staffing, facilities or supplies.  
 34

## 35 **XII. INDEMNIFICATION AND INSURANCE**

36 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
 37

1 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
 2 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
 3 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
 4 including but not limited to personal injury or property damage, arising from or related to the services,  
 5 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
 6 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
 7 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
 8 COUNTY agree that liability will be apportioned as determined by the court. Neither party ~~Party~~ shall  
 9 request a jury apportionment.

10 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
 11 required insurance at CONTRACTOR's expense ~~and to submit to COUNTY the COI~~, including all  
 12 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
 13 Agreement have been complied with ~~and~~. CONTRACTOR agrees to maintain ~~keep~~ such insurance  
 14 coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term  
 15 of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR  
 16 pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth  
 17 herein for CONTRACTOR.

18 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
 19 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an  
 20 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
 21 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
 22 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the  
 23 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
 24 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
 25 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection  
 26 by COUNTY representative(s) at any reasonable time.

27 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
 28 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an  
 29 amount in excess of ~~\$25~~50,000 (\$5,000 for automobile liability); shall specifically be approved by the  
 30 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

31 ~~E.~~ ~~If CONTRACTOR's SIR is approved, CONTRACTOR fails, in addition to maintain insurance~~  
 32 ~~acceptable to COUNTY for the full term, and without limitation of, any other indemnity provision(s) in~~  
 33 ~~this Agreement, COUNTY may terminate this Agreement.~~ agrees to all of the following:

34 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
 35 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
 36 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole  
 37 cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

#

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made

1 \$1,000,000 aggregate

2  
3 Sexual Misconduct Liability

\$1,000,000 per occurrence

4  
5 H. REQUIRED COVERAGE FORMS

6 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
7 substitute form providing liability coverage at least as broad.

8 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
9 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

10 I. REQUIRED ENDORSEMENTS –

11 1. The Commercial General Liability policy shall contain the following endorsements, which  
12 shall accompany the COI:

13 1 a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13  
14 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,  
15 employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS  
16 **REQUIRED BY WRITTEN AGREEMENT.**

17 2 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at  
18 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-  
19 insurance maintained by the County of Orange shall be excess and non-contributing.

20 2. The Network Security and Privacy Liability policy shall contain the following  
21 endorsements which shall accompany the Certificate of Insurance:

22 a. An Additional Insured endorsement naming the County of Orange, its elected and  
23 appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

24 b. A primary and non-contributing endorsement evidencing that the Contractor's  
25 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
26 excess and non-contributing.

27 J. All insurance policies required by this Agreement shall waive all rights of subrogation against  
28 the County of Orange ~~and members of the Board of Supervisors~~, its elected and appointed officials,  
29 officers, agents and employees when acting within the scope of their appointment or employment.

30 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
31 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,  
32 agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN  
33 **AGREEMENT.**

34 ~~all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its~~  
35 ~~elected and appointed officials, officers, agents and employees.~~

36 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
37 cancellation and within ten (10) days for non-payment of premium and provide a copy of the

1 cancellation notice to COUNTY. Failure to provide written notice of cancellation ~~may~~ shall constitute a  
 2 ~~material breach of the Agreement, upon which the~~ CONTRACTOR's obligation hereunder and ground  
 3 for COUNTY may suspend or terminate this Agreement.

4 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are  
 5 "Claims Made" policy is a "claims made" policy,(ies). CONTRACTOR shall agree to maintain  
 6 ~~Professional Liability~~ coverage for two (2) years following the completion of the Agreement.

7 N. The Commercial General Liability policy shall contain a "severability of interests" clause also  
 8 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

9 O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
 10 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
 11 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
 12 adequately protect COUNTY.

13 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
 14 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
 15 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
 16 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this  
 17 Agreement may be in breach without further notice to CONTRACTOR, and by COUNTY ~~shall be~~  
 18 ~~entitled to all legal remedies.~~

19 Q. The procuring of such required policy or policies of insurance shall not be construed to limit  
 20 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
 21 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

#### 22 R. SUBMISSION OF INSURANCE DOCUMENTS

23 1. The COI and endorsements shall be provided to COUNTY as follows:  
 24 a. Prior to the start date of this Agreement.  
 25 b. No later than the expiration date for each policy.  
 26 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
 27 changes to any of the insurance types as set forth in Subparagraph G. ~~of this Agreement,~~ above.

28 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in  
 29 the Referenced Contract Provisions of this Agreement.

30 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
 31 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall  
 32 have sole discretion to impose one or both of the following:

33 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
 34 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the  
 35 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are  
 36 submitted to ADMINISTRATOR.

37 #

b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

### XIII. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and ~~Client~~client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

#### C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies

#

1 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
2 reimbursement due COUNTY.

3 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare ~~and file~~  
4 ~~with ADMINISTRATOR, an annual, independent, organization wide audit of related expenditures as~~  
5 ~~may be required during the term of this Agreement~~ an annual Single Audit as required by 31 USC 7501 –  
6 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative  
7 Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall  
8 forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

9 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
10 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
11 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the  
12 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

#### 13 **XIV. LICENSES AND LAWS**

14 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
15 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
16 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
17 required by the laws, regulations and requirements of the United States, the State of California,  
18 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify  
19 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the  
20 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers  
21 and exemptions. Said inability shall be cause for termination of this Agreement.

#### 22 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

23 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
24 of the award of this Agreement:

25 a. In the case of an individual contractor, his/her name, date of birth, social security  
26 number, and residence address;

27 b. In the case of a contractor doing business in a form other than as an individual, the  
28 name, date of birth, social security number, and residence address of each individual who owns an  
29 interest of ten percent (10%) or more in the contracting entity;

30 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
31 state reporting requirements regarding its employees;

32 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
33 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

34 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
35 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
36 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
37



1 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;  
2 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
3 grounds for termination of this Agreement.

4 3. It is expressly understood that this data will be transmitted to governmental agencies  
5 charged with the establishment and enforcement of child support orders, or as permitted by federal  
6 and/or state statute.

7 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
8 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
9 requirements shall include, but not be limited to, the following:

- 10 1. ARRA of 2009.
- 11 2. WIC, Division 5, Community Mental Health Services.
- 12 3. WIC, Division 6, Admissions and Judicial Commitments.
- 13 4. WIC, Division 7, Mental Institutions.
- 14 5. HSC, §§1250 et seq., Health Facilities.
- 15 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 16 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 17 8. CCR, Title 17, Public Health.
- 18 9. CCR, Title 22, Social Security.
- 19 10. CFR, Title 42, Public Health.
- 20 11. CFR, Title 45, Public Welfare.
- 21 12. USC Title 42. Public Health and Welfare.
- 22 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 23 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 24 15. 42 USC §1857, et seq., Clean Air Act.
- 25 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 26 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 27 18. Policies and procedures set forth in Mental Health Services Act.
- 28 19. Policies and procedures set forth in DHCS Letters.
- 29 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 30 ~~21.~~ 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
31 [REDACTED] Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
32 [REDACTED] Federal Awards.

33 D. CONTRACTOR shall at all times be capable and authorized by the State of California to  
34 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the  
35 terms of this Agreement.

36 E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or  
37 waivers to provide Medi-Cal billable treatment services at school or other sites requested by

1 ADMINISTRATOR.

2  
3 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

4 A. Any written information or literature, including educational or promotional materials,  
5 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
6 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
7 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
8 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
9 and electronic media such as the Internet.

10 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
11 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
12 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

13 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
14 available social media sites) in support of the services described within this Agreement,  
15 CONTRACTOR shall develop social media ~~policy and procedures~~ Policy & Procedures and have them  
16 available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform  
17 ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services  
18 described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use  
19 ~~policy~~ Policy and ~~procedures~~ Procedures as they pertain to any social media developed in support of the  
20 services described within this Agreement. CONTRACTOR shall also include any required funding  
21 statement information on social media when required by ADMINISTRATOR.

22 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement  
23 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

24  
25 **XVI. MAXIMUM OBLIGATION**

26 A. The Total Maximum ~~Obligations~~ Obligation of COUNTY for services provided in accordance  
27 with this Agreement and the separate Maximum Obligations, for each period under this Agreement, are  
28 as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in  
29 Subparagraph B. below.

30 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
31 percent (10%) of Period One funding for this Agreement.

32  
33 ~~**XVI. MINIMUM WAGE LAWS**~~

34 **XVII. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and  
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
37 federal or California Minimum Wage to all its employees that directly or indirectly provide services

1 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that  
 2 all its contractors or other persons providing services pursuant to this Agreement on behalf of  
 3 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
 4 Wage.

5 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
 6 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
 7 pursuant to providing services pursuant to this Agreement.

8 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
 9 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
 10 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
 11 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

## 12 **XVIII. NONDISCRIMINATION**

### 13 **A. EMPLOYMENT**

14 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not  
 15 unlawfully discriminate against any employee or applicant for employment because of his/her race,  
 16 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
 17 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
 18 orientation, or military and veteran status. Additionally, during the term of this Agreement,  
 19 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall  
 20 not unlawfully discriminate against any employee or applicant for employment because of his/her race,  
 21 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
 22 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
 23 orientation, or military and veteran status.  
 24

25 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
 26 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
 27 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection  
 28 for training, including apprenticeship.

29 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
 30 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
 31 the provision of benefits.

32 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
 33 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
 34 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

35 5. All solicitations or advertisements for employees placed by or on behalf of  
 36 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
 37 for employment without regard to race, religious creed, color, national origin, ancestry, physical

1 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
2 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
3 shall be deemed fulfilled by use of the term EOE.

4 6. Each labor union or representative of workers with which CONTRACTOR and/or  
5 subcontractor has a collective bargaining agreement or other contract or understanding must post a  
6 notice advising the labor union or workers' representative of the commitments under this  
7 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to  
8 employees and applicants for employment.

9 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
10 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
11 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
12 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
13 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
14 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
15 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
16 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the  
17 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other  
18 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
19 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
20 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
21 or more of the factors identified above:

- 22 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 23 2. Providing any service or benefit to a Client which is different or is provided in a  
24 different manner or at a different time from that provided to other Clients.
- 25 3. Restricting a Client in any way in the enjoyment of any advantage or privilege  
26 enjoyed by others receiving any service or benefit.
- 27 4. Treating a Client differently from others in satisfying any admission requirement or  
28 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
29 any service or benefit.
- 30 5. Assignment of times or places for the provision of services.

31 C. COMPLAINT PROCESS — CONTRACTOR shall establish procedures for advising all  
32 Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients  
33 may file all complaints alleging discrimination in the delivery of services with CONTRACTOR,  
34 subcontractor, and ADMINISTRATOR or COUNTY's Patient's Rights Office.

35 1. Whenever possible, problems shall be resolved informally and at the point of service.  
36 CONTRACTOR shall establish an internal informal problem resolution process for Clients not  
37 able to resolve such problems at the point of service. Clients may initiate a grievance or complaint

1 directly with CONTRACTOR either orally or in writing.

2 a. COUNTY shall establish a formal resolution and grievance process in the event  
3 informal processes do not yield a resolution.

4 b. Throughout the problem resolution and grievance process, ~~Client~~client rights shall be  
5 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be  
6 informed of their right to access the Patients' Rights Office at any time.

7 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
8 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

9 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
10 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
11 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
12 USC 12101 et seq.), as implemented as 29 CFR 1630, as applicable, pertaining to the prohibition of  
13 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,  
14 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
15 with succeeding legislation.

16 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
17 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights  
18 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
19 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
20 enforce rights secured by federal or state law.

21 F. In the event of non-compliance with this Paragraph or as otherwise provided by federal and  
22 state law, this Agreement may be canceled, terminated or suspended in whole or in part and  
23 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
24 state or county funds.

## 25 26 **XIX. NOTICES**

27 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
28 authorized or required by this Agreement shall be effective:

29 1. When written and deposited in the United States mail, first class postage prepaid and  
30 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
31 by ADMINISTRATOR;

32 2. When faxed, transmission confirmed;

33 3. When sent by Email; or

34 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
35 Service, or other expedited delivery service.

36 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
37 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

1 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
2 Parcel Service, or other expedited delivery service.

3 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
4 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
5 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
6 damage to any COUNTY property in possession of CONTRACTOR.

7 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
8 ADMINISTRATOR.

## 9 10 **XX. NOTIFICATION OF DEATH**

11 A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
12 CONTRACTOR shall immediately notify ADMINISTRATOR.

13 #  
14 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
15 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
16 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

17 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
18 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
19 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for  
20 //  
21 purposes of computing the time within which to give telephone notice and, notwithstanding the time  
22 limit herein specified, notice need only be given during normal business hours.

### 23 2. WRITTEN NOTIFICATION

24 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send  
25 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming  
26 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

27 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
28 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within  
29 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served  
30 pursuant to this Agreement.

31 C. If there are any questions regarding the cause of death of any person served pursuant to this  
32 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related  
33 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
34 Notification of Death Paragraph.

## 35 36 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

37 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in

1 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve  
2 ~~Client~~clients or occur in the normal course of business.

3 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
4 of any applicable public event or meeting. The notification must include the date, time, duration,  
5 location and purpose of public event or meeting. Any promotional materials or event related flyers must  
6 be approved by ADMINISTRATOR prior to distribution.

## 7 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

8 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
9 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
10 accordance with this Agreement and all applicable requirements.

11 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
12 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of  
13 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall  
14 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in  
15 violation of federal or state regulations and/or COUNTY policies.

16 C. CONTRACTOR's participant, ~~Client~~client, and/or patient records shall be maintained in a  
17 secure manner. CONTRACTOR shall maintain participant, ~~Client~~client, and/or patient records and  
18 must establish and implement written record management procedures.

19 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,  
20 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

21 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
22 preparation, and confidentiality of records related to participant, client and/or patient records are met at  
23 all times.

24 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that  
25 ~~Client~~clients, participants and/or patients be provided the right to access or receive a copy of their DRS  
26 and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records  
27 maintained by or for a covered entity that is:

28 1. The medical records and billing records about individuals maintained by or for a covered  
29 health care provider;

30 2. The enrollment, payment, claims adjudication, and case or medical management record  
31 systems maintained by or for a health plan; or

32 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

33 ~~EG~~. CONTRACTOR may retain participant, ~~Client~~client, and/or patient documentation  
34 electronically in accordance with the terms of this Agreement and common business practices. If  
35 documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

36 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit  
37

1 or site visit.

2 2. Provide auditor or other authorized individuals access to documents via a computer  
3 terminal.

4 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
5 requested.

6 ~~F~~H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
7 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus  
8 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

9 ~~G~~I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or  
10 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
11 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

12 ~~H~~J. CONTRACTOR shall retain all participant, ~~Client~~client, and/or patient medical records for  
13 seven (7) years following discharge of the participant, ~~Client~~client and/or patient, with the exception of  
14 non-emancipated minors for whom records must be kept for at least one (1) year after such minors have  
15 reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is  
16 longer.

17 ~~I~~K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the  
18 commencement of the contract, unless a longer period is required due to legal proceedings such as  
19 litigations and/or settlement of claims.

20 ~~J~~L. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
21 billings, and revenues available at one (1) location within the limits of the County of Orange.

22 ~~K~~

23 ~~M~~M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
24 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
25 CONTRACTOR.

26 ~~L~~N. CONTRACTOR may be required to retain all records involving litigation proceedings and  
27 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

28 ~~M~~O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising  
29 out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide  
30 ADMINISTRATOR all information that is requested by the PRA request.

### 32 **XXIII. RESEARCH AND PUBLICATION**

33 CONTRACTOR shall not utilize information and data received from COUNTY or ~~arising out of, or~~  
34 ~~developed;~~ as a result of this Agreement for the purpose of personal ~~or professional research, or for~~  
35 publication.

### 36 ~~XXIII. REVENUE~~

37 ~~A. CLIENT FEES—CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to~~



~~clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services' "Uniform Method of Determining Ability to Pay" (UMDAP) procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.~~

~~— B. THIRD PARTY REVENUE — CONTRACTOR shall make every reasonable effort to obtain all available third party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.~~

~~— C. PROCEDURES — CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.~~

~~— D. OTHER REVENUES — CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Agreement.~~

#### **XXIV. SEVERABILITY**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

#### **XXV. SPECIAL PROVISIONS**

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors ~~or governing body.~~
5. Reimbursement of CONTRACTOR's members of the Board of Directors ~~or governing~~

1 ~~body~~ for expenses or services.

2 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
3 subcontractors, and members of the Board of Directors or ~~governing body, or~~ its designee or authorized  
4 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

5 7. Paying an individual salary or compensation for services at a rate in excess of the current  
6 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
7 Schedule may be found at www.opm.gov.

8 8. Severance pay for separating employees.

9 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
10 codes and obtaining all necessary building permits for any associated construction.

11 10. Supplanting current funding for existing services.

12 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
13 shall not use the funds provided by means of this Agreement for the following purposes:

14 1. Funding travel or training (excluding mileage or parking).

15 2. Making phone calls outside of the local area unless documented to be directly for the  
16 purpose of ~~Client~~client care.

17 3. Payment for grant writing, consultants, certified public accounting, or legal services.

18 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
19 contribute to the quality of services to be provided pursuant to this Agreement.

20 5. Purchasing or improving land, including constructing or permanently improving any  
21 building or facility, except for tenant improvements.

22 ~~6. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~  
23 ~~CONTRACTOR's Clients.~~

24 ~~7~~ 6. Providing inpatient hospital services or purchasing major medical equipment.

25 87. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
26 funds (matching).

## 27

### 28 **XXVI. STATUS OF CONTRACTOR**

29 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
30 wholly responsible for the manner in which it performs the services required of it by the terms of this  
31 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
32 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
33 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
34 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR  
35 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
36 subcontractors as they relate to the services to be provided during the course and scope of their  
37 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be

1 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner  
2 to be COUNTY's employees.

### 4 **XXVII. TERM**

5 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions  
6 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified  
7 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided  
8 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as  
9 would normally extend beyond this term, including but not limited to, obligations with respect to  
10 confidentiality, indemnification, audits, reporting and accounting.

11 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a  
12 weekend or holiday may be performed on the next regular business day.

### 14 **XXVIII. TERMINATION**

15 A. Either ~~party~~Party may terminate this Agreement, without cause, upon thirty (30~~);~~ calendar  
16 ~~days~~days written notice given the other ~~party~~Party.

17 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon  
18 five (5) calendar ~~days~~days written notice if CONTRACTOR fails to perform any of the terms of this  
19 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty  
20 (30) calendar ~~days~~days for corrective action.

21 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence  
22 of any of the following events:

- 23 1. The loss by CONTRACTOR of legal capacity.
- 24 2. Cessation of services.
- 25 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
26 another entity without the prior written consent of COUNTY.
- 27 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
28 required pursuant to this Agreement.
- 29 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
30 this Agreement.
- 31 6. The continued incapacity of any physician or licensed person to perform duties required  
32 pursuant to this Agreement.
- 33 7. Unethical conduct or malpractice by any physician or licensed person providing services  
34 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
35 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
36 Agreement.

37 D. CONTINGENT FUNDING

- 1           1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 2           a. The continued availability of federal, state and county funds for reimbursement of
- 3 COUNTY's expenditures, and
- 4           b. Inclusion of sufficient funding for the services hereunder in the applicable budget~~(s)~~
- 5 approved by the Board of Supervisors.
- 6           2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 7 terminate or renegotiate this Agreement upon thirty (30) calendar ~~days'~~day's written notice given
- 8 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
- 9 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- 10          E. In the event this Agreement is suspended or terminated prior to the completion of the term as
- 11 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
- 12 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
- 13 term of ~~the~~this Agreement.
- 14          F. In the event this Agreement is terminated by either ~~party~~Party pursuant to Subparagraphs B., C.
- 15 or D. above, CONTRACTOR shall do the following:
- 16           1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 17 is consistent with recognized standards of quality care and prudent business practice.
- 18           2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 19 performance during the remaining contract term.
- 20           3. Until the date of termination, continue to provide the same level of service required by this
- 21 Agreement.
- 22           4. If ~~Clients~~clients are to be transferred to another facility for services, furnish
- 23 ADMINISTRATOR, upon request, all ~~Client~~client information and records deemed necessary by
- 24 ADMINISTRATOR to effect an orderly transfer.
- 25           5. Assist ADMINISTRATOR in effecting the transfer of ~~Clients~~clients in a manner consistent
- 26 with ~~Client's~~client's best interests.
- 27           6. If records are to be transferred to COUNTY, pack and label such records in accordance
- 28 with directions provided by ADMINISTRATOR.
- 29           7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 30 supplies purchased with funds provided by COUNTY.
- 31           8. To the extent services are terminated, cancel outstanding commitments covering the
- 32 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
- 33 commitments which relate to personal services. With respect to these canceled commitments,
- 34 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
- 35 arising out of such cancellation of commitment which shall be subject to written approval of
- 36 ADMINISTRATOR.
- 37           9. Provide written notice of termination of services to each client being served under this

1 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
2 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar  
3 day period.

4 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
5 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

6  
7 **XXIX. THIRD PARTY BENEFICIARY**

8 Neither ~~party~~ Party hereto intends that this Agreement shall create rights hereunder in third parties  
9 including, but not limited to, any subcontractors or any ~~Clients~~ clients provided services pursuant to this  
10 Agreement.

11  
12 **XXX. WAIVER OF DEFAULT OR BREACH**

13 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
14 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
15 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
16 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
17 Agreement.

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36 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
37 State of California.

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ORANGEWOOD ~~CHILDREN'S FOUNDATION, INC.~~

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

HEALTH CARE AGENCY

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

1 EXHIBIT A  
 2 TO AGREEMENT FOR PROVISION OF  
 3 COLLABORATIVE COURTS FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
 4 WITH  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 ORANGEWOOD CHILDREN'S FOUNDATION, INC.  
 9 JANUARY JULY 1, 2016 2017 THROUGH JUNE 30, 2017 2020

10 I. COMMON TERMS AND ~~Definitions~~ DEFINITIONS

11 The parties agree to the following terms and definitions, and to those terms and definitions which,  
 12 for convenience, are set forth elsewhere in the Agreement.

13 ~~— A. Active and Ongoing Case Load means documentation, by CONTRACTOR, for completion of~~  
 14 ~~entry and evaluation services provided to Clients into COUNTY's IRIS Documentation also includes~~  
 15 ~~level, frequency, and duration of services received by Clients, and these services must be consistent with~~  
 16 ~~Clients' level of impairments as well as treatment goals. In addition, services are to be individualized~~  
 17 ~~and solution focused, using evidenced based practices.~~

18 ~~— B. Administrative Support means individual(s) who is/are responsible for providing a broad range~~  
 19 ~~of office support to program and management staff that includes: answering and directing phone calls,~~  
 20 ~~writing correspondences, entering data in spreadsheets, preparing invoices for payment, maintaining~~  
 21 ~~tracking reports and files, and working on special projects, as assigned.~~

22 ~~— C. A.~~ A. Admission means documentation, by CONTRACTOR, for completion of entry and  
 23 evaluation services provided to Clients into IRIS.

24 ~~— D. Care Coordinator means an individual with a Bachelor's degree in human services or related~~  
 25 ~~field who will be responsible for developing and leading the Family Team and guiding the evolution of~~  
 26 ~~a POC for a Client.~~

27 ~~— E. B.~~ B. Client means any individual, referred or enrolled, for services under the Agreement who is  
 28 living with mental, emotional, or behavioral disorders.

29 ~~— F. Clinical Director means an individual who is responsible for the day to day clinical services of~~  
 30 ~~the program, meets the minimum requirements set forth in Title 9, CCR, and has at least two (2) years of~~  
 31 ~~full time professional experience working with children and/or TAY in a mental health setting.~~

32 ~~— G. C.~~ C. Crisis Intervention means a service, lasting less than twenty-four (24) hours that is provided  
 33 to or on the behalf of a Client for a condition that requires more timely response than a regularly  
 34 scheduled visit. Service activities may include, but are not limited to: assessment, individual therapy,  
 35 collateral therapy, family therapy, case management, and psychiatric evaluation.

36 HD. Data Collection System Reporting system means ~~software~~ the collection of State mandated  
 37

1 data used for the ~~collection~~, tracking, and reporting of ~~outcomes~~ outcome data for Clients enrolled in the  
2 FSP/W programs.

3 1. 3 M's means the Quarterly Assessment Form being completed for each Client every three  
4 months in the approved Data Collection System. It tracks changes in education, sources of financial  
5 support, legal issues/designations, health status, substance abuse, and any other fields set forth by the  
6 State and/or the County. Must be completed not more than 14 days prior to or 30 days after the due  
7 date.

8 2. Data Certification means reviewing outcome data mandated by the state and COUNTY for  
9 accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.

10 3. Key Event Tracking (KET) means the tracking of a Client's service movement ~~or~~ and  
11 changes in the approved Data Collection System. A KET must be completed following the DCR  
12 business rules and entered accurately each time the CONTRACTOR is reporting a change from previous  
13 Client status in certain categories. ~~These~~ The categories include: administrative status, residential status,  
14 (including incarcerations and hospitalizations), employment—status, education—and, benefits  
15 establishment acquisition, legal status, emergency interventions and any other fields set forth by the State  
16 or County.

17 4. Partnership Assessment Form (PAF) means the baseline Assessment for each Client (as  
18 defined by the State and/or County) that must be completed in full and entered into the ~~Data Collection~~  
19 ~~System~~ DCR system within thirty (30) days of the ~~partnership~~ Client's enrollment date. All DCR  
20 business rules regarding transferring and re-enrolling clients must be followed and verified prior to  
21 entering a PAF in the system.

22 ~~I.~~ E. Diagnosis means identifying the nature of a Client's disorder. When formulating the  
23 ~~diagnosis~~ Diagnosis of Client, CONTRACTOR shall use the diagnostic codes ~~and axes~~ as specified in  
24 the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published  
25 by the American Psychiatric Association ~~or the international Classification of Diseases (ICD)~~ as  
26 ~~directed by the Administrator.~~ Diagnoses. DSM diagnoses will be recorded on all IRIS documents, as  
27 appropriate.

28 ~~J.~~ F. Direct Service Hour (DSH) means the time, measured in hours and portions of hours, that a  
29 clinician spends providing services to Clients or others on behalf of Clients. DSH credit, both billable  
30 and non-billable minutes, is obtained by providing mental health, case management, medication support,  
31 and crisis intervention services to Clients open in IRIS.

32 ~~K.~~ G. Early Periodic Screening Diagnostic and Treatment (EPSDT) means the State of  
33 California's implementation of the Federal child health component of Medicaid program which provides  
34 physical, mental, and developmental health services for children and young adults.

35 H. Education Coordinator means an individual who is responsible for providing assistance and  
36 support with educational and vocational services as well as developing resources for those Clients that  
37 wish to further their education or training.



1 H. Employment Coordinator means an individual who provides pre-employment training, job  
 2 orientation, and site training to Clients. This individual is also responsible for assisting Clients with job  
 3 application procedures; teaching social, grooming and dress-for-success personal hygiene skills to  
 4 Clients; and coaching Clients on how to maintain employment. This individual will develop  
 5 employment resources that match the needs of the program's Clients. In addition, the Employment  
 6 Coordinator may provide on-the-job mentoring and will work closely with the hiring companies and  
 7 Clients.

8 MJ. Engagement means the process where a trusting relationship between CONTRACTOR's staff  
 9 and Client is developed over a short period of time, so CONTRACTOR and Client can develop a plan to  
 10 link the Client to appropriate services within the community. Engagement of the Client is the objective  
 11 of a successful outreach.

12 NK. Face-to-Face Contact means, as it pertains to a FSP/W, a direct encounter between  
 13 CONTRACTOR's staff and Client(s)/parent(s)/guardian(s). This does not include contact by phone,  
 14 email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means a direct  
 15 encounter between staff and Client(s), regardless if another individual(s) is/are present or not.

16 OL. Family Team means a group formed to meet the needs of a FSP/W eligible Client through  
 17 whatever means possible, and this team includes a program staff, the eligible Client, the Client's family  
 18 members, and other support individual(s) the family agrees to include on the team.

19 ~~—P. FSP~~M. Full Service Partnership/Wraparound (FSP/W) means a program model described in  
 20 COUNTY's MHSA plan that has been approved by the state. The MHSA plan describes how  
 21 COUNTY will ~~utilize~~use MHSA funds to develop and implement treatment plans for mental health  
 22 Clients through ~~FSPs~~FSP/Ws. A FSP/W is an evidence-based and strength-based model with the focus  
 23 on the individual rather than the disease. It is culturally competent in-home, intensive, mental health  
 24 care coordination services that will address family needs across all life domains of the Client.

25 QN. Group Home ~~is~~means a facility for housing youth and is licensed by Community Care  
 26 Licensing under the provisions of CCR, Title 22, Division 6, et seq.

27 RO. Head of Service means an individual ultimately responsible for overseeing the program and is  
 28 required to be licensed as a mental health professional.

29 SP. Housing Coordinator means an individual who ~~is responsible for assisting~~provides assistance to  
 30 Clients~~with~~families to have the most stable housing solutionsappropriate to their functioning levels  
 31 and life circumstances. This may range from emergency motel placement to avoid homelessness,  
 32 transitional housing that will provide stability and skills that would lead to more permanent housing.  
 33 ~~This individual is~~may also ~~responsible for outreach and networking within the community to maintain~~  
 34 ~~an up-to-date record of available housing resources.~~In addition,assist in moving to greater  
 35 independence by creating flex fund usage plans where the ~~coordinator will work with the Family Team~~  
 36 ~~to assess the needs of Clients.~~Client/family pays a greater percentage of housing cost per month so that  
 37 housing costs become independent sustainable.

1 ~~TQ.~~ Individual Services and Support Funds (Flexible Funds) means funds used to provide Clients  
 2 and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental  
 3 illness and improve their overall quality of life. Flexible Funds are generally categorized as housing,  
 4 ~~Client~~ transportation, food, clothing, medical, and miscellaneous expenditures that are individualized  
 5 and appropriate to support Clients' mental health treatment activities.

6 ~~—U. Intake means the initial meeting between a Client and CONTRACTOR's staff, and includes an  
 7 evaluation of the Client to determine if the Client meets program criteria and is willing to seek services.~~

8 ~~—V. IRIS~~ R. Integrated Records Information System (IRIS) means the ADMINISTRATOR's  
 9 database system that collects Clients' information such as registration, scheduled appointments,  
 10 laboratory information system, invoice and reporting capabilities, compliance with regulatory  
 11 requirements, electronic medical records, and other relevant applications.

12 S. Katie A. Subclass means the lawsuit, Katie A. et al. v. Bonta et al., a class action lawsuit filed in  
 13 Federal District Court concerning the availability of intensive mental health services to children in  
 14 California who are either in foster care or at imminent risk of coming into care, created this Subclass.

15 T. Licensed Clinical Social Worker (LCSW) ~~—W. —LCSW~~ means a licensed individual,  
 16 pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can  
 17 provide clinical services to Clients. The license must be current and in force, and has not been  
 18 suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience  
 19 treating children and TAY.

20 ~~—X~~

21 U. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the  
 22 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of  
 23 Chapter 14 of the California Business and Professions Code, who can provide clinical services to  
 24 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is  
 25 preferred that the individual has at least one (1) year of experience treating children and TAY.

26 V. Licensed Professional Clinical Counselor (LPCC) ~~—Y. —LPCC~~ means a licensed individual,  
 27 pursuant to the provisions of Chapter 13 of the California Business and Professions Code, pursuant to  
 28 the provisions of Chapter 16 of the California Business and Professions Code, who can provide clinical  
 29 service to Clients. The license must be current and in force, and has not been suspended or revoked.  
 30 Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

31 W. Licensed Psychiatric Technician (LPT) ~~—Z. —LPT~~ means a licensed individual, pursuant  
 32 to the provisions of Chapter 10 of the California Business and Professions Code, who can provide  
 33 clinical services to Clients. The license must be current and in force, and has not been suspended or  
 34 revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children  
 35 and TAY.

36 ~~AA~~ Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter  
 37 6.6 of the California Business and Professions Code, who can provide clinical services to Clients. The

license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~AB.~~ ~~LVN~~ Y. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

Z. ~~AC.~~ Live Scan means an inkless, electronic fingerprint which is transmitted directly to the Department of Justice (DOJ) for the completion of a criminal record check, typically required of employees who have direct contact with Clients.

AA. Medi-Cal means the State of California's implementation of the federal Medicaid health care program which pays for a variety of medical services for children and adults who meet eligibility criteria.

AB. Medical Necessity means ~~Diagnosis~~ diagnosis, impairment, and intervention related criteria as defined in the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services.

~~ADAC.~~ Mental Health Services means an individual or a group therapy and intervention being provided to Clients that is designed to reduce mental disability and restores or improves daily functioning. ~~These~~ Mental Health Services must be consistent with goals of learning and development, as well as independent living and enhanced self-sufficiency. In addition, these services cannot be provided as a component of adult residential services, crisis residential treatment services, ~~Crisis Intervention~~ crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not limited to: Assessment, plan development, rehabilitation, and collateral. Also, Mental Health Services may be either Face-to-Face Contact, or by telephone with Clients or significant support individuals, and services may be provided anywhere in the community.

1. Assessment means a service activity, which may include a clinical analysis of the history and current status of a Client's mental, emotional, behavioral disorder, and relevant cultural issues. The Assessment also needs to include history of services being provided, ~~Diagnosis~~ diagnosis, and ~~use of any~~ testing procedures that were used.

2. Collateral means significant support individual(s) in a Client's life and is/are used to define services provided to the Client with the intent of improving or maintaining the mental health status of the Client. The Client may or may not be present for this service activity.

3. ~~Co-Occurring means DD Integrated Treatment Model~~ Intensive Care Coordination (ICC).  
~~4. Dual Diagnosis (DD) Integrated Treatment Model~~ means a ~~program that uses a stage wise treatment model~~ medically necessary service provided to Medi-Cal beneficiaries under the EPSDT benefit. ICC includes assessment, care planning and is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse, and has gradual expectations of abstinence. Mental illness and substance abuse

~~research has strongly indicated that a Client with co-occurring disorder needs treatment for both problems to recover fully and focusing on one does not ensure the other will go away. Dual diagnosis coordination of services integrate assistance for each condition by helping Clients recover from mental illness and substance abuse in one setting and at the same time.~~

~~5. ICC Service means assessment and plan development across child services, to systems and providers, including intensive services for children and youth that qualify under who meet the Katie A. Subclass, that must address the child/youth's mental health need(s) through the coordination of care with providers not primarily associated with mental health services such as the Social criteria.~~

~~4. Intensive Home-Based Services Agency, Probation Department, and schools (although the Client, collateral and mental health providers may also be present).~~

~~6. IHBS Service means intensive, means a medically necessary service provided to Medi-Cal beneficiaries under the EPSDT benefit. IHBS are individualized and, strength-based mental health treatment interventions, with children and youth that qualify under designed to ameliorate mental health conditions that interfere with a client's functioning. IHBS are provided only in conjunction with ICC and are recommended by the Child and Family Team. IHBS is also provided to the Katie A. Subclass, to assist the child/youth and his/her significant support persons to develop skills to achieve the goals and objectives of the child/youth's treatment plan. IHBS only includes Individual Rehabilitation and Collateral services. Mental Health Services other than Individual Rehabilitation and Collateral will be claimed separately from IHBS. 7 population.~~

5. Medication Support Services means services provided by licensed physicians, registered nurses, or other qualified medical staff, which include: prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness of medication, dosage, side effects, compliance, and response to medication. In addition, the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent from Clients prior to providing medication education and plan development related to the delivery of these services and/or Assessment to Clients.

86. Rehabilitation Service means an activity which includes assistance to improving, maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

7. Substance Use treatment means a program that uses a stage-wise treatment model and is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse, and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that a Client with a disorder needs treatment for both problems to recover fully. Focusing on one does not ensure the other will go away. Substance use services integrate

1 assistance for each condition by helping Clients recover from mental illness and substance abuse in one  
 2 setting and at the same time.

3 ~~8. Therapeutic Behavioral Services (TBS)~~ ~~9. Targeted Case Management means~~  
 4 ~~services that assist a Client to access needed medical, educational, social, prevocational, vocational,~~  
 5 ~~rehabilitative, or other community services. These service activities may include, but are not limited to:~~  
 6 ~~communicating and coordinating services through referral; monitoring service delivery to ensure~~  
 7 ~~Clients' access to service and the service delivery system; and tracking of Clients' progress and plan~~  
 8 ~~development.~~

9 ~~10. TBS~~ means one-on-one behavioral interventions with a Client, which is designed to reduce  
 10 or eliminate targeted behaviors as identified in the Client's treatment plan. Collateral services are also  
 11 provided to parent(s)/guardian(s) as part of TBS. Clients must be Medi-Cal eligible and meet TBS class  
 12 membership and service need requirements. Documentation in the medical record must support Medical  
 13 Necessity for these intensive services. Cases in which Clients are receiving more than twenty (20) hours  
 14 per week of TBS or those who are expected to receive more than four months (120 days) of TBS must  
 15 be approved by ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are  
 16 delivering these intervention services to ensure they are qualified to deliver these services.

17 ~~9. Targeted Case Management~~ ~~11(TCM)~~ means services that assist a Client to  
 18 access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community  
 19 services. These service activities may include, but are not limited to: communicating and coordinating  
 20 services through referral; monitoring service delivery to ensure Clients' access to service and the service  
 21 delivery system; and tracking of Clients' progress and plan development. Treatment Foster Care (TFC)  
 22 also known as Therapeutic Foster Care, consists of intensive and highly coordinated mental health and  
 23 support services provided to a foster parent or caregiver in which the foster parent/caregiver becomes an  
 24 integral part of the child's treatment team.

25 10. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a  
 26 means to improve functional impairments. Therapy may be delivered to a Client or a group of Clients,  
 27 which may include family Therapy with Client being present.

28 ~~AE. MHSA means the State of California law that provides funding for expanded community~~  
 29 ~~Mental Health Services.~~ AD. The Mental Health Services Act (MHSA) is a voter-approved initiative to  
 30 develop a comprehensive approach to providing community-based mental health services and supports  
 31 for California residents. It is also known as "Proposition 63."

32 ~~AE AF. Mental Health Worker means an individual who has obtained a Bachelor's degree in a~~  
 33 ~~mental health field or has a high school diploma along with two (2) years of experience delivering~~  
 34 ~~services in a mental health field.~~

35 ~~AG. Mentoring Services~~ means a service that provides support to Clients by building a structured  
 36 and trusting relationship over a prolonged period of time between a Client and a mentor. The mentor is  
 37 a peer or older individual who provides one-to-one contact and support in the following areas to assist

1 Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help  
 2 and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s); and linking the  
 3 Client(s)/parent(s)/guardian(s) to other services within the COUNTY.

4 ~~AF. and contract operated programs.~~ ~~AH. NPI~~ National Provider  
 5 Identifier (NPI) means the standard unique health identifier that was adopted by the Secretary of HHS  
 6 Services under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals,  
 7 and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions.  
 8 The NPI is assigned for life.

9 ~~AI.~~ AG. Notice of Action-A (NOA-A) means a Medi-Cal requirement that informs the  
 10 beneficiary that she/he is not entitled to any specialty mental health service. The COUNTY has  
 11 expanded the requirement for an NOA-A to all beneficiaries requesting an Assessment for services and  
 12 found not to meet the Medical Necessity criteria for specialty Mental Health Services.

13 ~~AJ.~~ AH. Notice of Privacy Practices (NPP) means a document that notifies Clients of uses and  
 14 disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as  
 15 set forth in ~~the of 1996 HIPAA.~~

16 ~~AK. Nurse Practitioner means a medical professional with an advanced degree in nursing that~~  
 17 ~~performs a variety of duties in care settings focused around a nursing model.~~ HIPAA.

18 ~~ALAI.~~ Outcomes Analyst means an individual who ensures that an FSP program maintains a focus  
 19 on program outcomes, and quality assurance of the data being reported. This individual will be  
 20 responsible for reviewing outcome data, analyzing and other collected information for accuracy and  
 21 correcting any errors prior to entering into the data capture system and again prior to exporting the files  
 22 to the County and State. The Outcomes Analyst will, analyze data, and developing strategies for  
 23 gathering new data from the Client's perspective to improve ~~FSP's~~ FSP/W's understanding of Client's  
 24 needs and desires towards furthering their recovery. This individual will also provide feedback to the  
 25 program and work collaboratively with the employment specialist, education specialist, benefits  
 26 specialist, and other staff in the program to strategize and improve outcomes in service delivery, as well  
 27 as improve accuracy in reporting and tracking outcomes and other information. In addition, this  
 28 position will be responsible for attending all data and outcome related meetings and ensuring that the  
 29 FSP/W is being proactive in all data collection requirements and changes at the local and state levels.

30 ~~AMAJ.~~ Outreach means linking potential Clients to appropriate Mental Health Services within the  
 31 community. Outreach activities will include educating the community about the services offered and  
 32 requirements for participation in the various mental health programs within the community. Such  
 33 activities may result in the CONTRACTOR developing Referral sources for Clients from programs  
 34 being offered within the community.

35 ~~ANAK.~~ Personal Service Services Coordinator (PSC) means an individual with a Bachelor's  
 36 degree Degree in ~~human services~~ Human Services or related field. It is preferred that the individual has  
 37 at least two years of related experience with Mental Health Services, or three years' experience as a

1 Client in a similar program who has graduated to self-sufficiency. A PSC leads the implementation of a  
 2 service plan covering an entire range of needs for the Client and/or Client's family to promote success,  
 3 safety, and permanence in the home, school, workforce, and community and lead Clients to self-  
 4 sufficiency.

5 ~~AO.~~ AL. Plan of Care (POC) means a written plan, including by reference any juvenile court  
 6 order(s), developed and signed by the Family Team that includes the following elements:

- 7 1. A statement of an overall goal or vision for the Client and Client's family.
- 8 2. The strengths of the Client and Client's family.
- 9 3. The needs, as defined by specific life areas that must be met to achieve the goal(s) of the  
 10 Client and Client's family.
- 11 4. Prevention and intervention safety plans.
- 12 5. The type, frequency, and duration of intervention strategies.
- 13 6. Financial responsibility for the components of the POC.
- 14 7. Desired outcomes.

15 ~~AP. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical  
 16 Psychology and is registered with the Board of Psychology as a Registered Psychologist or  
 17 Psychological Assistant, while acquiring hours for licensing and providing services under a waiver in  
 18 accordance with WIC section 575.2. The waiver may not exceed five (5) years.~~

19 ~~AQ. Pre-Licensed Therapist means an individual who has a Master's Degree in social work or  
 20 MFT, PCC and is registered with the BBS as an associate clinical social worker, PCC intern, or MFT  
 21 intern, while acquiring hours for licensing. Registration is subject to regulations adopted by BBS.~~

22 ~~AR.~~ AM. Program Director means an individual who is responsible for all aspects of  
 23 administration and clinical operations of the mental health program, including development and  
 24 adherence to the annual budget. This individual will also be responsible for the following:- hiring,  
 25 development and performance management of professional and support staff, and ensuring mental  
 26 health treatment services are provided in concert with COUNTY and state rules and regulations.

27 ~~AS.~~ PHIAN. Protected Health Information (PHI) means individually identifiable health  
 28 information usually transmitted through electronic media. PHI can be maintained in any medium as  
 29 defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other  
 30 medium. It is created or received by a covered entity and is related to the past, present, or future  
 31 physical or mental health or condition of an individual, provision of health care to an individual, or the  
 32 past, present, or future payment for health care provided to an individual.

33 ~~ATAO.~~ Psychiatrist means an individual who meets the minimum professional and licensure  
 34 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of  
 35 experience treating children and TAY.

36 ~~AU. Psychology Student or Psychology Intern means an individual who is in school pursuing a  
 37 Ph.D. or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in~~

1 ~~order to provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not~~  
2 ~~exceed (5) years.~~

3 ~~AP.~~ Quality Improvement Committee (QIC) ~~—AV. QIC~~ means a committee that meets quarterly  
4 to review one percent (1%) of all “high-risk” Medi-Cal Clients in order to monitor and evaluate the  
5 quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1)  
6 ADMINSTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of  
7 the cases.

8 ~~AWAQ.~~ Referral means effectively linking Clients to other services within the community and  
9 documenting follow-up provided within five (5) business days to assure that Clients have made contact  
10 with the referred service(s).

11 ~~AXAR.~~ Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6  
12 of the California Business and Professions Code, who can provide clinical services to Clients. The  
13 license must be current and in force, and has not been suspended or revoked. Also, it is preferred that  
14 the individual has at least one (1) year of experience treating children and TAY.

15 ~~AY. Substance Abuse Counselor means an individual possessing a Master’s degree in a behavioral~~  
16 ~~health field and is Certified or registered for certification and is trained to provide treatment and~~  
17 ~~education specific to substance use and abuse~~

18 AS. Seriously Emotionally Disturbed (SED) means  
19 children or adolescents minors under the age of 18 years who have a mental disorder as identified in the  
20 most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary  
21 substance use disorder or developmental disorder, which results in behavior inappropriate to the child’s  
22 age according to expected developmental norms. W&I 5600.3.

23 ~~AZ.~~ AT.Serious Mental Impairment (SMI) means an adult with a mental disorder that is severe  
24 in degree and persistent in duration, which may cause behavioral functioning which interferes  
25 substantially with the primary activities of daily living, and which may result in an inability to maintain  
26 stable adjustment and independent functioning without treatment, support, and rehabilitation for a long  
27 or indefinite period of time. W&I 5600.3.

28 AU. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate  
29 program and is/are accumulating supervised work experience hours as part of field work, internship, or  
30 practicum requirements. Acceptable programs include all programs that assist students in meeting the  
31 educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist, a Licensed  
32 PCC, or to obtain a Bachelor’s degree. Individuals with graduate degrees and have two (2) years of  
33 full-time experience in a mental health setting, either post-degree or as part of the program leading to the  
graduate degree, are not considered as students.

34 ~~AV. BA. Supervisory Review means ongoing clinical case reviews in accordance with~~  
35 ~~procedures developed by the COUNTY to determine the appropriateness of the Diagnosis and treatment~~  
36 ~~plan for Clients, as well as to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal~~  
37 ~~charting standards. Supervisory Review is conducted by the program/clinic director or designee.~~



1 ~~BB.~~ Token means the security device which allows an end-user to access the  
2 ADMINISTRATOR's computer based IRIS.

3 ~~BC.~~ AW. UMDAP means the method used for determining the annual ~~Client~~ client liability for  
4 mental health services received from the ~~COUNTY's~~ COUNTY mental health system and is set by the  
5 State of California.

6 ~~BD.~~ Wellness Coordinator means an individual who specializes in assisting Clients with access to  
7 a myriad of health care needs, nutrition resources, and other community supports. This individual will  
8 be responsible for documenting the services required, as well as communicating the needs of Clients to  
9 the Family Team.

10 ~~BE.~~ Wraparound ~~Orange~~ County  
11 AX. WOC means the wraparound program administered by ~~COUNTY's~~ the COUNTY SSA and is  
12 available to children and ~~TAY~~ transitional age youth who are returning from or being considered for  
13 placement in group homes.

14 ~~BF.~~ Youth Partner/Specialist means an individual who has a high school diploma, preferably a  
15 bachelor's degree in human services or a related field, and has a background working with children and  
16 TAY. This individual is to provide consistent, reinforcing support to clients by allowing opportunities  
17 for clients to learn and practice social behavior, problem solving skills, and coping skills. In the spirit of  
18 MHSA, these positions can be filled by adequate numbers of bilingual, bicultural staff in order to meet  
19 the referral needs of the program and the threshold language requirements for COUNTY. It is also  
20 recommended by COUNTY that former mental health clients and/or their family members be given  
21 priority for these positions due to their unique insight into the experiences of clients.

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## II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
<b>ADMINISTRATIVE COST</b>				
Salaries	\$ <del>43,074</del>	\$ <del>86,147</del>	\$ <del>129,221</del>	\$ 255,348
	<u>85,116</u>	<u>85,116</u>	<u>85,116</u>	
Benefits	<del>7,550</del>	<del>15,100</del>	<del>22,650</del>	51,861
	<u>17,287</u>	<u>17,287</u>	<u>17,287</u>	
Services and Supplies				27,909
	<del>4,585,930</del>	<del>9,170,303</del>	<del>13,755,930</del>	
<b>SUBTOTAL</b>	<del>\$ 55,209</del>	<del>\$ 110,417</del>	<del>\$ 165,626</del>	\$ 335,118
<b>ADMINISTRATIVE COST</b>	<u>\$111,706</u>	<u>\$111,706</u>	<u>\$111,706</u>	
<b>PROGRAM COST</b>				
Salaries	<del>\$ 275,966</del>	<del>\$ 551,933</del>	<del>\$ 827,899</del>	\$1,636,548
	<u>545,516</u>	<u>545,516</u>	<u>545,516</u>	
Benefits	<del>67,940</del>	<del>135,880</del>	<del>203,820</del>	419,781
	<u>139,927</u>	<u>139,927</u>	<u>139,927</u>	
Services and Supplies	<del>57,893</del>	<del>115,786</del>	<del>173,679</del>	350,601
	<u>116,867</u>	<u>116,867</u>	<u>116,867</u>	
Flexible Funds — Start	<del>1860,000</del>	<del>60,000</del>	<del>18 60,000</del>	180,000
<del>up</del>				
<b>SUBTOTAL</b>	<del>30,000</del>	<del>60,000</del>	<del>90,000</del>	\$2,586,930
<b>PROGRAM COST</b>	<u>\$862,310</u>	<u>\$862,310</u>	<u>\$862,310</u>	
<del>Flexible Funds</del>				
<b>TOTAL</b>	<del>\$ 449,799</del>	<del>\$ 863,599</del>	<del>\$ 1,313,398</del>	\$2,922,048
<b>GROSS SUBTOTAL</b>	<u>974,016</u>	<u>974,016</u>	<u>974,016</u>	
<b>PROGRAM COST</b>				
<b>TOTAL GROSS COST</b>	<del>\$ 505,008</del>	<del>\$ 974,016</del>	<del>\$ 1,479,024</del>	
<b>REVENUE</b>				
<b>REVENUE FFP Medi-Cal</b>	<u>\$146,102</u>	<u>\$146,102</u>	<u>\$146,102</u>	\$ 438,306

1	Federal Medi-Cal Match (1	\$ -75,751	\$146,102	\$ -221,853	
2		<u>146,102</u>		<u>146,102</u>	<u>438,306</u>
3	MHSA	<u>-429,257</u>	<u>-827,914</u>	<u>-1,257,171</u>	<u>2,045,436</u>
4		<u>681,812</u>	<u>681,812</u>	<u>681,812</u>	
5	TOTAL REVENUE	\$ -505,008	\$-974,016	\$ -1,479,024	\$2,922,048
6		<u>974,016</u>		<u>974,016</u>	
7					
8	TOTAL MAXIMUM	\$ -505,008	\$974,016	\$ -1,479,024	\$2,922,048
9	OBLIGATION	<u>\$974,016</u>		<u>\$974,016</u>	

10

11 B. CONTRACTOR agrees ~~The~~the total cost of services provided for in the Agreement are based

12 upon projected revenue generation and shall be reimbursed by federal Medi-Cal and COUNTY MHSA

13 revenues. CONTRACTOR agrees that if actual federal Medi-Cal reimbursement, based upon the

14 completed Cost Report, as specified in the Cost Report Paragraph of the Agreement, for each Fiscal

15 Year is less than budgeted, the Maximum Obligation may, at ADMINISTRATOR's sole discretion, be

16 adjusted down by the amount of under generated federal Medi-Cal revenue. CONTRACTOR further

17 agrees that MHSA revenue shall be used to cover the cost of non-Medi-Cal Clients and/or non-Medi-Cal

18 billable services and shall not exceed the amounts specified in the Budget Paragraph, Subparagraph A.

19 of this Exhibit A to the Agreement, unless authorized, in writing, by ADMINISTRATOR.

20 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services

21 provided pursuant to the Agreement, CONTRACTOR may make written application to

22 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the

23 fees and insurance shall be utilized exclusively to provide Mental Health Services. ADMINISTRATOR

24 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR

25 shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and

26 the quantity of services to be provided by CONTRACTOR.

27 D. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds

28 between budgeted line items for the purpose of meeting specific program needs or for providing

29 continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by

30 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification

31 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification

32 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining

33 impact of the shift as may be applicable to the current contract period and/or future contract periods.

34 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from

35 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain

36 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)

37 may result in disallowance of those costs.

~~E. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees and insurance shall be utilized exclusively to provide Mental Health Services. ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and the quantity of services to be provided by CONTRACTOR.~~

F. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

### III. ~~Payments~~ PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional ~~amounts~~ amount of ~~\$84,168 per month for Period One and \$81,168 per month for Period Two;~~ each period, as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR

1 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to  
 2 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and  
 3 the year-to-date actual cost incurred by CONTRACTOR.

4 B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR  
 5 and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)  
 6 day of each month. Invoices received after the due date may not be paid within the same month.  
 7 Payments to CONTRACTOR should be released by COUNTY no later than ~~twenty-one (21)~~thirty (30)  
 8 calendar days after receipt of the correctly completed invoice.

9 C. All invoices to COUNTY shall be supported at CONTRACTOR's facility, by source  
 10 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
 11 canceled checks, receipts, receiving records, and records of services provided.

12 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
 13 with any provision of the Agreement.

14 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
 15 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or  
 16 specifically agreed upon in a subsequent Agreement.

17 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 18 Payments Paragraph of this Exhibit A to the Agreement.

#### 19 **IV. REPORTS**

##### 20 **A. FISCAL**

21  
 22 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
 23 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,  
 24 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described  
 25 in the Services Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or  
 26 deviations to any approved budget line item must be approved in advance and in writing by  
 27 ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost  
 28 deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no  
 29 later than twenty (20) calendar days following the end of the month being reported.

30 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These  
 31 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report  
 32 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services  
 33 Paragraph of this Exhibit A to the Agreement. Such reports shall include actual monthly costs and  
 34 revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include  
 35 a projection narrative justifying the year-end projections. Year-End Projection Reports shall be  
 36 submitted in conjunction with the Monthly Expenditure and Revenue Reports.

37 B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to

1 ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form  
2 acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later  
3 than twenty (20) calendar days following the end of the month being reported.

4 C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to  
5 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall  
6 include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings  
7 as directed by ADMINISTRATOR. DCR data files shall be submitted to the ADMINISTRATOR in an  
8 XML format that has successfully passed individual and batch tests for submission to the State.  
9 CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly  
10 meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing  
11 satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such  
12 reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following  
13 the end of the month being reported.

14 D. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make  
15 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as  
16 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information  
17 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

18 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
19 Reports Paragraph of this Exhibit A to the Agreement.

## 21 V. SERVICES

### 22 A. FACILITIES

23 1. CONTRACTOR shall maintain a minimum of ~~one (1)~~ two (2) fully licensed and appropriate  
24 ~~facility~~ facilities for the provision of Full Service Partnership/Wraparound Services for ~~youth being~~  
25 ~~served by~~ participants in Juvenile Recovery Court (formerly Juvenile Drug Court), those youth involved  
26 with the Juvenile Court's ~~specialty Girls and Boys Courts~~ Truancy Reduction Program and those youth  
27 who are dually eligible as being both Wards and Dependents of the Court which meet the minimum  
28 requirements for Medi-Cal eligibility at the following locations or any other location(s) approved by  
29 ADMINISTRATOR:

31 ~~1615~~ 1575 E. 17<sup>th</sup> Street, ~~2<sup>nd</sup>~~

32 ~~Floor~~

33 Santa Ana, ~~CA~~ California 92705

34  
35 2. CONTRACTOR shall maintain regularly scheduled service hours, throughout the year, and  
36 maintain the capability to provide services during after-school hours on weekdays, and on the weekends,  
37 if necessary, in order to accommodate Clients.

1 a. CONTRACTOR's administrative staff holiday schedule shall be consistent with  
2 COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by  
3 ADMINISTRATOR.

4 b. CONTRACTOR shall provide Clients and/or their family members with twenty-four  
5 (24) hour a day, seven (7) day a week, three hundred sixty five (365) day a year access to their assigned  
6 case manager or designee acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with  
7 each Client and/or Client's family a plan for Crisis Intervention services which includes whom to  
8 contact for emergency services.

9 3. Upon ADMINISTRATOR's certification of the provider's existing site(s), the  
10 CONTRACTOR shall be responsible for making any necessary changes to meet and maintain Medi-Cal  
11 site standards.

## 12 B. FSP/FSW SERVICES

13 1. CONTRACTOR shall assess potential Clients meeting the following criteria unless written  
14 exception is granted by ADMINISTRATOR:

15 a. Individuals under the age of eighteen (18) years of age (until eighteenth [18th]  
16 birthday);

17 b. Individuals eighteen (18) through twenty-five (25) years of age (until twenty-sixth  
18 [26th] birthday) who are legally residing in COUNTY and otherwise eligible for public services under  
19 federal and state law;

20 c. Displaying behaviors or a history indicative of Serious Emotional Disorder as defined  
21 by WIC Section 5600.3; and

22 d. In one of the following target groups:

23 1) homeless;

24 2) unserved or underserved because of linguistic or cultural isolation;

25 3) with a history of multiple psychiatric hospitalizations;

26 4) experiencing their first psychotic episodes;

27 5) uninsured and exiting the Social Service or Probation systems;

28 6) with special needs and/or co-occurring disorders;

29 7) children of parent(s)/guardian(s) with serious mental illness; or

30 8) ages zero (0) through five (5) and school age children who are unable to function in  
31 the mainstream school, preschool or day care setting because of emotional problems.

32 2. CONTRACTOR shall coordinate referrals with the Juvenile Court of Orange County and  
33 serve those Clients referred by Boys and Girls Court and those Clients referred who are dual jurisdiction  
34 (under Court supervision as under the provisions of both W&I 300 and W&I 601 or 602). This  
35 coordination will include participation in court team meetings, appearance in Court as requested and  
36 other activities that support the functioning of those collaborative courts. Additional youth may be  
37 served as the Juvenile Court identifies needs beyond those specified above. This contract may be

1 renegotiated and amended as necessary to meet these needs.

2 3. CONTRACTOR shall coordinate referrals with other existing wraparound and Mental  
3 Health Services to ensure that all Clients and/or their families are given access to the most appropriate  
4 level and type of services. Other services may include WOC, MHSA FSP programs for children and/or  
5 adults, and other COUNTY Mental Health Services.

6 4. CONTRACTOR shall provide supportive services for all persons referred but not admitted  
7 to the FSW until those persons can be engaged in alternative services. Referrals to alternate services,  
8 and the supported services provided until Engagement, will be reviewed and approved by  
9 ADMINISTRATOR.

10 5. CONTRACTOR shall provide a FSW program that will provide in-home, intensive, mental  
11 health case management services addressing family needs across all life domains of the Client. In the  
12 program, a case manager and an enrollee/family will form a service team which will identify strengths,  
13 needs and resources, including additional people to be added to the team. The team will develop a  
14 service plan for each enrollee within sixty (60) calendar days of enrollment. The implementation of the  
15 service plan will be the responsibility of the team using a "whatever-it-takes" approach to promote  
16 success, safety and permanence in the home, school, and community. The plan will cover the entire  
17 range of needs for the Client and/or their family: housing, employment and medical, etc. in addition to  
18 Mental Health Services. The team will be responsible for identifying ways of addressing need through  
19 linkage to existing services in the community and will also have limited access to additional funding to  
20 access other needed services or support as necessary.

21 6. CONTRACTOR shall ensure that every Client is engaged in mental health treatment  
22 appropriate to his/her Diagnosis and level of distress. Therapists, Psychiatrist, and others providing  
23 treatment will be included on the FSW team unless otherwise approved in writing by  
24 ADMINISTRATOR.

25 7. CONTRACTOR shall collect and input all data about characteristics and progress of the  
26 Clients into a Data Collection System or other database as mandated by the state and/or  
27 ADMINISTRATOR.

28 8. CONTRACTOR shall review the financial status of all enrollees using the UMDAP, unless  
29 otherwise approved in writing by COUNTY.

30 9. CONTRACTOR shall maximize collection of Medi-Cal and other third party payors  
31 whenever appropriate and in accordance with all State and COUNTY procedures.

32 10. CONTRACTOR shall confer with ADMINISTRATOR prior to recommending a Client for  
33 discharge. Planning for discharge or transition to an appropriate alternative service shall be initiated at  
34 Admission to the FSW and be incorporated into the service plan.

35 11. CONTRACTOR shall develop and maintain an advisory committee for the FSW services,  
36 which shall meet at least monthly to review and comment on the progress of the program. Clients,  
37 former Clients, and/or their family members shall be represented on the committee, as well as relevant



1 community representatives mutually agreed upon by ADMINISTRATOR and CONTRACTOR.

2 12. CONTRACTOR shall participate in any clinical case review and implement any  
3 recommendations made by ADMINISTRATOR to improve Client care.

4 13. CONTRACTOR shall conduct sixty (60) day review of open cases, or previously opened  
5 with another provider. CONTRACTOR shall ensure that all chart documentation complies with all  
6 federal, state, and COUNTY guidelines and standards.

7 14. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is  
8 reflected on the Client's chart within twenty-four (24) hours after the completion of services.

9 C. FLEXIBLE FUNDS

10 1. CONTRACTOR shall follow the procedures identified below and as specified by  
11 ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support  
12 funds (Flexible Funds):

13 a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the  
14 treatment of a Client's mental illness and overall quality of life;

15 b. Flexible Funds may be utilized when other community resources such as  
16 family/friends, food banks, shelters, charitable organizations, etc. are not available and/or accessible in a  
17 timely manner, or are not appropriate for a Client's situation. Designated CONTRACTOR staff shall  
18 assist Clients in exploring other available resources whenever possible, prior to utilizing Flexible Funds;

19 c. Flexible Funds expenditures for various types of purchases shall be identified as  
20 allowable, unallowable, or require discussion with ADMINISTRATOR;

21 d. Flexible Funds shall not be used for housing Clients that have not been enrolled in  
22 CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR;

23 e. Flexible Funds shall not be given in the form of cash to any Client, either enrolled or in  
24 the Outreach and Engagement phase of the CONTRACTOR's program;

25 f. Pre-purchases shall only be for food, transportation, clothing and motels or other  
26 purchases as required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

27 g. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be  
28 limited to a combined \$5,000 supply on-hand at any given time, and that all voucher and/or gift card  
29 purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff.  
30 Vouchers and/or gift cards shall be limited in monetary value to not more than \$25 each, unless  
31 otherwise approved in advance and in writing, by ADMINISTRATOR.

32 h. Pre-purchases for motels shall be on a case-by-case basis and time-limited in nature,  
33 and only utilized while more appropriate housing is being located. Pre-purchases of motel rooms shall  
34 be tracked and logged upon purchase and disbursement.

35 2. CONTRACTOR's process for documenting and accounting for all Flexible Fund  
36 expenditures, shall include, but not be limited to, retention of comprehensible source documentation  
37 such as receipts, copies of lease/rental agreements for Client housing, general ledgers, and needs shall be

1 | documented in Client's MHP;

2 |         3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual  
3 | purchases made on behalf of a Client and/or Client family member(s) in the amount(s) as determined by  
4 | ADMINISTRATOR;

5 |             a. Gift cards and vouchers for Clients shall be securely stored and documentation of their  
6 | disbursement, including end-of-year process accounting for gift cards still in staff possession, shall be  
7 | maintained by CONTRACTOR.

8 |             b. A single Flexible Fund expenditure, between \$500 and \$1,000 will need prior approval  
9 | from the program monitor, any requests in excess of \$1,000, shall not be made without prior written  
10 | approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the \$1,000  
11 | limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an  
12 | expense. Said notification shall include total costs and a justification for the expense. Failure to notify  
13 | ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

14 |         4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the  
15 | mechanism used to ensure this staff has timely access to Flexible Funds is identified;

16 |         5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form  
17 | provided or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with  
18 | CONTRACTOR's monthly Expenditure and Revenue Report. The report shall be submitted to  
19 | ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being  
20 | reported. CONTRACTOR must request in writing any extensions to the due date of the monthly report.

21 |         6. CONTRACTOR shall develop and maintain a policy and procedure regarding Flexible  
22 | Funds that incorporates at a minimum the requirements as specified in Subparagraph C.1., above.  
23 | CONTRACTOR shall submit said policy and procedure to ADMINISTRATOR no later than twenty (20)  
24 | calendar days from the start of the Agreement. If the Flexible Fund policy and procedure has not been  
25 | approved by ADMINISTRATOR within sixty (60) calendar days from the start of the Agreement, any  
26 | subsequent Flexible Fund expenditures may be disallowed by ADMINISTRATOR.

27 | ~~D~~ D. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of  
28 | Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

29 |         1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with  
30 | a unique password. Tokens and passwords will not be shared with anyone.

31 |         2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff  
32 | member to whom each is assigned.

33 |         3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the  
34 | Token for each staff member assigned a Token.

35 |         4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
36 | conditions:

37 |             a. Token of each staff member who no longer supports the Agreement;

b. Token of each staff member who no longer requires access to IRIS;

c. Token of each staff member who leaves employment of CONTRACTOR; or

d. Token is malfunctioning;

e. Termination of the Agreement.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if available, and if applicable.

E. CONTRACTOR shall obtain a NPI.

1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions.

2. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

F. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Agreement.

G. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

H. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

I. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited, to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated

1 to the program;

2 2. Maximize the use of the allocated funds;

3 3. Ensure timely and accurate reporting of monthly expenditures;

4 4. Maintain appropriate staffing levels;

5 5. Request budget and/or staffing modifications to the Agreement;

6 6. Effectively communicate and monitor the program for its success;

7 7. Track and report expenditures electronically;

8 8. Maintain electronic and telephone communication between CONTRACTOR and  
9 ADMINISTRATOR; and

10 9. Act quickly to identify and solve problems.

11 J. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
12 welfare of Clients, including but not limited to serious physical harm to self or others, serious  
13 destruction of property, developments, etc., and which may raise liability issues with COUNTY.  
14 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse  
15 incident.

16 K. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues  
17 that adversely affect the quality or accessibility of Client-related services provided by, or under contract  
18 with, the COUNTY as identified by the ADMINISTRATOR.

19 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
20 Services Paragraph of this Exhibit A to the Agreement.

21  
22 **VI. ~~STAFFING~~STAFFING**

23 A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in  
24 Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall  
25 be equal to an average of forty (40) hours work per week.

ADMINISTRATION	<u>FTEs</u>
Controller	0.20
Senior Accountant	0.40
Human Resource Manager	0.10
Human Resource Coordinator	0.20
<b>SUBTOTAL ADMINISTRATION</b>	<b>0.90</b>
<b>PROGRAM ADMINISTRATION</b>	
Director of Youth <del>Transition</del> Development	0.20
<b>SUBTOTAL PROGRAM ADMINISTRATION</b>	<b>0.20</b>

1	DIRECT PROGRAM	
2	Program Director	1.00
3	Licensed Clinical Supervisor	2.00
4	Mental Health Case Manager	6.00
5	Quality Assurance Lead	1.00
6	Quality Assurance Coordinator	1.00
7	SUBTOTAL DIRECT PROGRAM	11.00
8		
9	TOTAL FTEs	12.10

10  
11 B. CONTRACTOR shall have as Head of Service; a licensed mental health professional, in  
12 conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW,  
13 LPCC, Licensed MFT, RN, LVN, or LPT.

14 C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
15 languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should  
16 be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the  
17 clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff  
18 unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with  
19 non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs  
20 other than salaries and employees benefits unless otherwise authorized, in advance and in writing, by  
21 ADMINISTRATOR.

22 D. CONTRACTOR shall maintain personnel files for each staff person, including management and  
23 other administrative positions, both direct and indirect to the Agreement, which shall include, but not be  
24 limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan  
25 results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate  
26 and evaluations justifying pay increases.

27 E. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a  
28 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
29 shall maintain documents of such efforts which may include; but not be limited to: records of  
30 participation in COUNTY-sponsored or other applicable Training; recruitment and hiring ~~policy and~~  
31 ~~procedures~~ P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions  
32 of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically  
33 challenged.

34 F. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery, and/or  
35 family members of persons in recovery. These individuals shall not be currently receiving services  
36 directly from CONTRACTOR. Documentation may include, but not be limited to, the following:  
37 records attesting to efforts made in recruitment and hiring practices and identification of measures taken

1 to enhance accessibility for potential staff in these categories.

2 ~~— G. CONTRACTOR shall provide a minimum of one (1) hour of individual or two (2) hours of~~  
 3 ~~group supervision weekly to FSW direct service staff covering suicide Assessment and Crisis~~  
 4 ~~Intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing~~  
 5 ~~with difficult Clients, meeting facilitation and medication, confidentiality, identification of strengths,~~  
 6 ~~promoting life skills and such other topics identified by the ADMINISTRATOR. Formal training~~  
 7 ~~sessions may also be used to cover these topics but cannot substitute for weekly supervision hours.~~

8 ~~— H G. CONTRACTOR shall maintain a current signature list including each supervisor and~~  
 9 ~~provider of direct services who signs chart documentation. The list shall include the printed/type staff~~  
 10 ~~name and title, followed by the legal signature with title as it appears on all chart documents. For~~  
 11 ~~licensed or registered clinical staff, the name must match the name on the license or registration.~~

12 ~~— I. CONTRACTOR shall establish clear policy and procedures pertaining to staff's work location~~  
 13 ~~options (i.e. office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and~~  
 14 ~~computers). The policy and procedures shall address at the minimum the following:~~

- 15 ~~—— 1. Eligibility and selection criteria;~~  
 16 ~~—— 2. Staff's field/home on-duty conduct and responsibilities;~~  
 17 ~~—— 3. Supervision plan of staff and equipment including emergency procedure; and~~  
 18 ~~—— 4. Confidentiality and records keeping.~~

19 ~~— J. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of~~  
 20 ~~any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification~~  
 21 ~~shall include at a minimum the following information: employee name(s), position title(s), date(s) of~~  
 22 ~~resignation, date(s) of hire, and a description of recruitment activity.~~

23 ~~KH. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in~~  
 24 ~~advance, of any new staffing changes; including promotions, temporary FTE changes and internal or~~  
 25 ~~external temporary staffing assignment requests that occur during the term of the Agreement.~~

26 ~~I. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis~~  
 27 ~~intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,~~  
 28 ~~maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, meeting facilitation~~  
 29 ~~and medication, confidentiality, identification of strengths, promoting life skills, and such other topics~~  
 30 ~~identified by the COUNTY. Formal training sessions may also be used to cover these topics but cannot~~  
 31 ~~substitute for weekly supervision hours.~~

32 ~~J. CONTRACTOR shall maintain a current signature list including each supervisor and provider~~  
 33 ~~of direct services who signs chart documentation. The list shall include the printed/type staff name and~~  
 34 ~~title, followed by the legal signature with title as it appears on all chart documents. For licensed or~~  
 35 ~~registered clinical staff, the name must match the name on the license or registration.~~

36 ~~K. CONTRACTOR shall establish clear policy and procedures pertaining to staff's work location~~  
 37 ~~options (i.e. office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and~~

1 computers). The policy and procedures shall address at the minimum the following:

2 1. Eligibility and selection criteria;

3 2. Staff's field/home on-duty conduct and responsibilities;

4 3. Supervision plan of staff and equipment including emergency procedure; and

5 4. Confidentiality and records keeping.

6 L. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training  
7 prior to discharging duties associated with their titles and any other training necessary to assist the  
8 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as  
9 State and Federal regulatory requirements.

10 M. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid  
11 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program  
12 effectiveness. Supervision methods should include debriefings and consultation as needed, individual  
13 supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor  
14 who has extensive knowledge regarding mental health issues.

15 N. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time  
16 the standards referenced below are minimum standards, and shall make every effort to exceed these  
17 minimums.

18 1. One ~~(4)~~ DSH shall be equal to sixty (60) minutes of direct Client service.

19 2. CONTRACTOR shall, during the term of the Agreement, provide a minimum of five  
20 thousand five hundred twenty (5,520) hours of mental health, case management, crisis intervention, and  
21 other support services and is inclusive of both billable and non-billable services.

22 3. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:

23 a. Licensed Clinical Supervisor shall provide fifty (50) DSH per month or six hundred  
24 (600) DSH annually during the term of the Agreement.

25 b. Mental Health Case Manager shall provide sixty (60) DSH per month or seven hundred  
26 twenty (720) DSH annually during the term of the Agreement.

27 4. CONTRACTOR understands and agrees that this is a minimum standard and shall make  
28 every effort to exceed this minimum.

29 5. CONTRACTOR shall maintain an ongoing minimum caseload of ~~sixty (60)~~ one hundred  
30 twenty (120) unduplicated Clients/Client families throughout the term of the Agreement, unless  
31 otherwise approved by ADMINISTRATOR.

32 6. CONTRACTOR shall provide a minimum of ~~three~~ five thousand (~~3~~ 5,000) Face-to-Face  
33 Contacts with Clients/Client families per year for FSW services.

34 7. CONTRACTOR shall ensure a Face-to-Face Contact weekly for every Client and/or their  
35 family admitted to the program, unless written exception is granted by ADMINISTRATOR.

36 8. CONTRACTOR shall provide Face-to-Face Contact within three (3) business days of  
37 Client's Referral for services.

1 9. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR’s staff are  
2 below workload standards, as defined in the Staffing Paragraph, ~~Subparagraph K.~~ of this Exhibit A to  
3 the Agreement, unless otherwise approved by ADMINISTRATOR.

4 O. STUDENT INTERNS

5 1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written  
6 approval of ADMINISTRATOR.

7 a. CONTRACTOR shall meet minimum requirements for supervision of each Student  
8 Intern as required by the State Licensing Board and/or school program descriptions or work contracts.

9 b. Student Intern services shall not comprise more than twenty percent (20%) of total  
10 services provided.

11 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each  
12 Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours  
13 of treatment for Student Interns providing substance abuse services. CONTRACTOR shall provide  
14 supervision to volunteers as specified in the respective job descriptions or work contracts.

15 P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
16 Staffing Paragraph of this Exhibit A to the Agreement.

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1 EXHIBIT B  
 2 TO AGREEMENT FOR PROVISION OF  
 3 COLLABORATIVE COURTS FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 ORANGEWOOD ~~CHILDREN'S FOUNDATION, INC.~~  
 8 ~~JANUARY~~ JULY 1, 2016 2017 THROUGH JUNE 30, ~~2017~~ 2020

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

12 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and  
 13 Definitions Paragraph of Exhibit A, B, and C to the Agreement or in ~~Subparagraph~~ subparagraph B  
 14 below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their  
 15 implementing regulations at 45 CFR Parts 160 and 164 HIPAA regulations as they may exist now or be  
 16 hereafter amended.

17 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,  
 18 and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that  
 19 CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of  
 20 COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of  
 21 "Business Associate" in 45 CFR § 160.103.

22 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the  
 23 terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to  
 24 be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the  
 25 Agreement.

26 4. The parties intend to protect the privacy and provide for the security of PHI that may be  
 27 created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance  
 28 with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH  
 29 Act, and the HIPAA regulations as they may exist now or be hereafter amended.

30 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA  
 31 regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by  
 32 other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

33 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in  
 34 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the  
 35 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the  
 36 terms of this Business Associate Contract and the applicable standards, implementation specifications,  
 37 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,

1 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed  
 2 pursuant to the Agreement.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to  
 5 manage the selection, development, implementation, and maintenance of security measures to protect  
 6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection  
 7 of that information.

8 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted  
 9 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

10 a. Breach excludes:

11 1) Any unintentional acquisition, access, or use of PHI by a workforce member or  
 12 person acting under the authority of CONTRACTOR or COUNTY-, if such acquisition, access, or use  
 13 was made in good faith and within the scope of authority and does not result in further use or disclosure  
 14 in a manner not permitted under the Privacy Rule.

15 2) Any inadvertent disclosure by a person who is authorized to access PHI at  
 16 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health  
 17 care arrangement in which COUNTY participates, and the information received as a result of such  
 18 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

19 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief  
 20 that an unauthorized person to whom the disclosure was made would not reasonably have been able to  
 21 retain such information.

22 b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or  
 23 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach  
 24 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised  
 25 based on a risk assessment of at least the following factors:

26 1) The nature and extent of the PHI involved, including the types of identifiers and the  
 27 likelihood of re-identification;

28 2) The unauthorized person who used the PHI or to whom the disclosure was made;

29 3) Whether the PHI was actually acquired or viewed; and

30 4) The extent to which the risk to the PHI has been mitigated.

31 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy  
 32 Rule in 45 CFR § 164.501.

33 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45  
 34 CFR § 164.501.

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45  
 36 CFR § 160.103.

37 //

1 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA  
2 Privacy Rule in 45 CFR § 164.501.

3 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in  
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
5 with 45 CFR § 164.502(g).

6 8. "Physical Safeguards" are physical measures, policies, and procedures to protect  
7 CONTRACTOR's electronic information systems and related buildings and equipment, from natural  
8 and environmental hazards, and unauthorized intrusion.

9 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually  
10 Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

11 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
12 160.103.

13 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy  
14 Rule in 45 CFR § 164.103.

15 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or  
16 his or her designee.

17 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure,  
18 modification, or destruction of information or interference with system operations in an information  
19 system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans,  
20 "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by  
21 CONTRACTOR.

22 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of  
23 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

24 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
25 45 CFR § 160.103.

26 16. "Technical safeguards" means the technology and the policy and procedures for its use that  
27 protect electronic PHI and control access to it.

28 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,  
29 unreadable, or indecipherable to unauthorized individuals through the use of a technology or  
30 methodology specified by the Secretary of Health and Human Services in the guidance issued on the  
31 HHS Web site.

32 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
33 160.103.

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

35 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to  
36 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required  
37 by law.

1 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business  
 2 Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to  
 3 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
 4 other than as provided for by this Business Associate Contract.

5 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR  
 6 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
 7 creates, receives, maintains, or transmits on behalf of COUNTY.

8 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is  
 9 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the  
 10 requirements of this Business Associate Contract.

11 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI  
 12 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.  
 13 CONTRACTOR must report Breaches of Unsecured PHI in accordance with  
 14 ~~Subparagraph~~ subparagraph E below and as required by 45 CFR § 164.410.

15 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or  
 16 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply  
 17 through this Business Associate Contract to CONTRACTOR with respect to such information.

18  
 19 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a  
 20 written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an  
 21 Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an  
 22 EHR with PHI, and an individual requests a copy of such information in an electronic format,  
 23 CONTRACTOR shall provide such information in an electronic format.

24 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs  
 25 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty  
 26 (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY  
 27 in writing no later than ten (10) calendar days after said amendment is completed.

28 9. ~~contractor~~ CONTRACTOR agrees to make internal practices, books, and records, including  
 29 ~~policy and procedures~~ P&Ps, relating to the use and disclosure of PHI received from, or created or  
 30 received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time  
 31 and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary  
 32 determining COUNTY's compliance with the HIPAA Privacy Rule.

33 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
 34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
 35 and to make information related to such Disclosures available as would be required for COUNTY to  
 36 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
 37 45 CFR- § 164.528.

1 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in  
2 a time and manner to be determined by COUNTY, that information collected in accordance with the  
3 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of  
4 Disclosures of PHI in accordance with 45 CFR § 164.528.

5 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's  
6 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the  
7 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

8  
9 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by  
10 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all  
11 employees, subcontractors, and agents who have access to the Social Security data, including  
12 employees, agents, subcontractors, and agents of its subcontractors.

13 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a  
14 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if  
15 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may  
16 terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or  
17 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made  
18 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.  
19 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to  
20 terminate the Agreement.

21 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting  
22 CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at  
23 no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative  
24 proceedings being commenced against COUNTY, its directors, officers or employees based upon  
25 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,  
26 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its  
27 subcontractor, employee, or agent is a named adverse party.

28 16. The Parties acknowledge that federal and state laws relating to electronic data security and  
29 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
30 provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
31 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH  
32 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
33 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
34 concerning an amendment to this Business Associate Contract embodying written assurances consistent  
35 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
36 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the  
37 event:

1 a. CONTRACTOR does not promptly enter into negotiations to amend this Business  
2 Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

3 b. CONTRACTOR does not enter into an amendment providing assurances regarding the  
4 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of  
5 HIPAA, the HITECH Act, and the HIPAA regulations.

6 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to  
7 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph  
8 B.2.a above.

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
12 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
14 CONTRACTOR shall develop and maintain a written information privacy and security program that  
15 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
16 CONTRACTOR's operations and the nature and scope of its activities.

17 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to  
18 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,  
19 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its  
20 current and updated policies upon request.

21 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
22 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
23 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
24 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
25 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

26 a. Complying with all of the data system security precautions listed under  
27 ~~Subparagraph~~ subparagraphs E, below;

28 b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in  
29 conducting operations on behalf of COUNTY;

30 c. Providing a level and scope of security that is at least comparable to the level and scope  
31 of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal  
32 Automated Information Systems, which sets forth guidelines for automated information systems in  
33 Federal agencies;

34 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or  
35 transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same  
36 restrictions and requirements contained in this ~~Subparagraph~~ subparagraph D of this Business Associate  
37 Contract.

1 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it  
 2 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with  
 3 ~~Subparagraph~~ subparagraph E below and as required by 45 CFR § 164.410.

4 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who  
 5 shall be responsible for carrying out the requirements of this paragraph and for communicating on  
 6 security matters with COUNTY.

#### 7 E. DATA SECURITY REQUIREMENTS

##### 8 1. Personal Controls

9 a. Employee Training. All workforce members who assist in the performance of  
 10 functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI  
 11 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
 12 behalf of COUNTY, must complete information privacy and security training, at least annually, at  
 13 CONTRACTOR's expense. Each workforce member who receives information privacy and security  
 14 training must sign a certification, indicating the member's name and the date on which the training was  
 15 completed. These certifications must be retained for a period of six (6) years following the termination  
 16 of Agreement.

17 b. Employee Discipline. Appropriate sanctions must be applied against workforce  
 18 members who fail to comply with any provisions of ~~contractor's~~ CONTRACTOR's privacy ~~policy and~~  
 19 ~~procedures~~ P&Ps, including termination of employment where appropriate.

20 c. Confidentiality Statement. All persons that will be working with PHI COUNTY  
 21 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
 22 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and  
 23 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the  
 24 workforce member prior to access to such PHI. The statement must be renewed annually. The  
 25 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection  
 26 for a period of six (6) years following the termination of the Agreement.

27 d. Background Check. Before a member of the workforce may access PHI COUNTY  
 28 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
 29 COUNTY, a background screening of that worker must be conducted. The screening should be  
 30 commensurate with the risk and magnitude of harm the employee could cause, with more thorough  
 31 screening being done for those employees who are authorized to bypass significant technical and  
 32 operational security controls. -The CONTRACTOR shall retain each workforce member's background  
 33 check documentation for a period of three (3) years.

##### 34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
 36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
 37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the  
2 COUNTY.

3 b. Server Security. —Servers containing unencrypted PHI COUNTY discloses to  
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
5 must have sufficient administrative, physical, and technical controls in place to protect that data, based  
6 upon a risk assessment/system security review.

7 c. Minimum Necessary. —Only the minimum necessary amount of PHI COUNTY  
8 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
9 COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

10 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to  
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
12 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,  
13 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified  
14 algorithm which is 128bit or higher, such as AES. —Such PHI shall not be considered “removed from the  
15 premises” if it is only being transported from one of CONTRACTOR’s locations to another of  
16 CONTRACTOR’s locations.

17 e. Antivirus software. All workstations, laptops and other systems that process and/or  
18 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or  
19 transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software  
20 solution with automatic updates scheduled at least daily.

21 f. Patch Management. All workstations, laptops and other systems that process and/or  
22 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or  
23 transmits on behalf of COUNTY must have critical security patches applied, with system reboot if  
24 necessary. There must be a documented patch management process which determines installation  
25 timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable  
26 patches must be installed within thirty (30) calendar or business days of vendor release. Applications  
27 and systems that cannot be patched due to operational reasons must have compensatory controls  
28 implemented to minimize risk, where possible.

29 g. User IDs and Password Controls. All users must be issued a unique user name for  
30 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
31 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
32 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
33 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight  
34 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the  
35 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.  
36 Passwords must be changed if revealed or compromised. Passwords must be composed of characters  
37 from at least three (3) of the following four (4) groups from the standard keyboard:



- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a  
2 comprehensive intrusion detection and prevention solution.

3 3. Audit Controls

4 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that  
5 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY  
6 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
7 COUNTY must have at least an annual system risk assessment/security review which provides  
8 assurance that administrative, physical, and technical controls are functioning effectively and providing  
9 adequate levels of protection. Reviews should include vulnerability scanning tools.

10 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to  
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
12 must have a routine procedure in place to review system logs for unauthorized access.

13 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to  
14 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
15 must have a documented change control procedure that ensures separation of duties and protects the  
16 confidentiality, integrity and availability of data.

17 4. Business Continuity/Disaster Recovery Control

18 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan  
19 to enable continuation of critical business processes and protection of the security of PHI COUNTY  
20 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
21 COUNTY kept in an electronic format in the event of an emergency. Emergency means any  
22 circumstance or situation that causes normal computer operations to become unavailable for use in  
23 performing the work required under this Agreement for more than 24 hours.

24 b. Data Backup Plan. CONTRACTOR must have established documented procedures to  
25 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular  
26 schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of  
27 the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule  
28 must be a weekly full backup and monthly offsite storage of DHCS data. BCP for contractor and  
29 COUNTY (e.g. the application owner) must merge with the DRP.

30 5. Paper Document Controls

31 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
32 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left  
33 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means  
34 that information is not being observed by an employee authorized to access the information. Such PHI  
35 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
36 baggage on commercial airplanes.

37 //

1 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to  
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is  
3 contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

4 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or  
5 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of  
6 through confidential means, such as cross cut shredding and pulverizing.

7 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
8 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises  
9 of the CONTRACTOR except with express written permission of COUNTY.

10 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or  
11 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left  
12 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement  
13 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the  
14 intended recipient before sending the fax.

15 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or  
16 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and  
17 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include  
18 five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to  
19 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in  
20 a single package shall be sent using a tracked mailing method which includes verification of delivery  
21 and receipt, unless the prior written permission of COUNTY to use another method is obtained.

## 22 F. BREACH DISCOVERY AND NOTIFICATION

### 23 ~~F. BREACH DISCOVERY AND NOTIFICATION~~

24 1. Following the discovery of a Breach of Unsecured PHI-, CONTRACTOR shall notify  
25 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a  
26 law enforcement official pursuant to 45 CFR § 164.412.

27 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which  
28 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been  
29 known to CONTRACTOR.

30 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is  
31 known, or by exercising reasonable diligence would have known, to any person who is an employee,  
32 officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

33 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
34 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written  
35 notification within 24 hours of the oral notification.

36 3. CONTRACTOR's notification shall include, to the extent possible:

37 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably

1 | believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

2 |           b. Any other information that COUNTY is required to include in the notification to  
3 | Individual -under- 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or  
4 | promptly thereafter as this information becomes available, even after the regulatory sixty (60) day  
5 | period set forth in 45 CFR § 164.410 (b) has elapsed, including:

6 |                   1) A brief description of what happened, including the date of the Breach and the date  
7 | of the discovery of the Breach, if known;

8 |                   2) A description of the types of Unsecured PHI that were involved in the Breach (such  
9 | as whether full name, social security number, date of birth, home address, account number, diagnosis,  
10 | disability code, or other types of information were involved);

11 |                   3) Any steps Individuals should take to protect themselves from potential harm  
12 | resulting from the Breach;

13 |                   4) A brief description of what CONTRACTOR is doing to investigate the Breach, to  
14 | mitigate harm to Individuals, and to protect against any future Breaches; and

15 |                   5) Contact procedures for Individuals to ask questions or learn additional information,  
16 | which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

17 |  
18 |           4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
19 | 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
20 | COUNTY.

21 |           5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
22 | of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
23 | CONTRACTOR made all notifications to COUNTY consistent with this ~~Subparagraph~~ subparagraph F  
24 | and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access,  
25 | use, or disclosure of PHI did not constitute a Breach.

26 |           6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or  
27 | its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

28 |           7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the  
29 | Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit  
30 | COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as  
31 | practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of  
32 | the Breach to COUNTY pursuant to Subparagraph F.2 above.

33 |           8. CONTRACTOR shall continue to provide all additional pertinent information about the  
34 | Breach to COUNTY as it may become available, in reporting increments of five (5) business days after  
35 | the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable  
36 | requests for further information, or follow-up information after report to COUNTY, when such request  
37 | is made by COUNTY.

1 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or  
 2 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs  
 3 in addressing the Breach and consequences thereof, including costs of investigation, notification,  
 4 remediation, documentation or other costs associated with addressing the Breach.

#### 5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

6 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR  
 7 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in  
 8 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done  
 9 by COUNTY except for the specific Uses and Disclosures set forth below.

10 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,  
 11 for the proper management and administration of CONTRACTOR.

12 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the  
 13 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of  
 14 CONTRACTOR, if:

15 1) The Disclosure is required by law; or

16 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI  
 17 is disclosed that it will be held confidentially and used or further disclosed only as required by law or for  
 18 the purposes for which it was disclosed to the person and the person immediately notifies  
 19 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has  
 20 been breached.

21 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to  
 22 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of  
 23 CONTRACTOR.

24 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to  
 25 carry out legal responsibilities of CONTRACTOR.

26 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
 27 consistent with the minimum necessary policies and procedures of COUNTY.

28 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
 29 required by law.

#### 30 H. PROHIBITED USES AND DISCLOSURES

31 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or  
 32 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to  
 33 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care  
 34 item or service for which the health care provider involved has been paid out of pocket in full and the  
 35 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

36 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
 37 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on

1 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §  
2 17935(d)(2).

3 I. OBLIGATIONS OF COUNTY

4 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of  
5 privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect  
6 CONTRACTOR's Use or Disclosure of PHI.

7 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission  
8 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect  
9 CONTRACTOR's Use or Disclosure of PHI.

10 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI  
11 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction  
12 may affect CONTRACTOR's Use or Disclosure of PHI.

13 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that  
14 would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

15 J. BUSINESS ASSOCIATE TERMINATION

16 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the  
17 requirements of this Business Associate Contract, COUNTY shall:

18 a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the  
19 violation within thirty (30) business days; or

20 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to  
21 cure the material Breach or end the violation within (30) days, provided termination of the Agreement is  
22 feasible.

23 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to  
24 COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained,  
25 or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

26 a. This provision shall apply to all PHI that is in the possession of Subcontractors or  
27 agents of CONTRACTOR.

28 b. CONTRACTOR shall retain no copies of the PHI.

29 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not  
30 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or  
31 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,  
32 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit  
33 further Uses and Disclosures of such PHI to those purposes that make the return or destruction  
34 infeasible, for as long as CONTRACTOR maintains such PHI.

35 3. The obligations of this Business Associate Contract shall survive the termination of the  
36 Agreement.

37 //

EXHIBIT C  
 TO AGREEMENT FOR PROVISION OF  
 COLLABORATIVE COURTS FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 ORANGEWOOD ~~CHILDREN'S FOUNDATION, INC.~~  
~~JANUARY~~ JULY 1, 2016 2017 THROUGH JUNE 30, ~~2017~~ 2020

**I. ~~Personal Information Privacy and Security Contract~~ PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. -It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the SSA and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in California Civil Code § 1798.29(e) whose unauthorized access may trigger notification requirements under California Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or

voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in California Civil Code § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental

1 or tribal inspector general, or an administrative body authorized to require the production of  
 2 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of  
 3 participation with respect to health care providers participating in the program, and statutes or  
 4 regulations that require the production of information, including statutes or regulations that require such  
 5 information if payment is sought under a government program providing public benefits.

6 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,  
 7 modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or  
 8 interference with system operations in an information system that processes, maintains or stores PI.

## 9 B. TERMS OF AGREEMENT

10 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as  
 11 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform  
 12 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the  
 13 Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

### 14 2. Responsibilities of CONTRACTOR

15 CONTRACTOR agrees:

16 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or  
 17 required by this Personal Information Privacy and Security Contract or as required by applicable state  
 18 and federal law.

19 b. Safeguards. To implement appropriate and reasonable administrative, technical, and  
 20 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect  
 21 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use  
 22 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and  
 23 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and  
 24 security program that include administrative, technical and physical safeguards appropriate to the size  
 25 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which  
 26 incorporate the requirements of Subparagraph subparagraph (c), below. CONTRACTOR will provide  
 27 COUNTY with its current policies upon request.

28 c. Security. CONTRACTOR shall ensure the continuous security of all computerized  
 29 data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing  
 30 DHCS PI and PII. These steps shall include, at a minimum:

31 1) -Complying with all of the data system security precautions listed in  
 32 Subparagraph subparagraph E of the Business Associate Contract, Exhibit B to the Agreement; and

33 2) -Providing a level and scope of security that is at least comparable to the level and  
 34 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,  
 35 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for  
 36 automated information systems in Federal agencies.

37 3) -If the data obtained by CONTRACTOR from COUNTY includes PII,



1 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
 2 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and  
 3 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security  
 4 requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic  
 5 Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local  
 6 Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that  
 7 any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree  
 8 to the same requirements for privacy and security safeguards for confidential data that apply to  
 9 CONTRACTOR with respect to such information.

10 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful  
 11 effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or  
 12 its subcontractors in violation of this Personal Information Privacy and Security Contract.

13 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and  
 14 conditions set forth in this Personal Information and Security Contract on any subcontractors or other  
 15 agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the  
 16 disclosure of DHCS PI or PII to such subcontractors or other agents.

17 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or  
 18 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,  
 19 injunctions, judgments, and orders for production of DHCS PI and PII. -If CONTRACTOR receives  
 20 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or  
 21 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including  
 22 employees, contractors and agents of its subcontractors and agents.

23 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist  
 24 the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the  
 25 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS  
 26 PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such  
 27 Breach to the affected individual(s).

28 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR  
 29 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII  
 30 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI  
 31 and PII or security incident in accordance with ~~Subparagraph~~ subparagraph F, of the Business Associate  
 32 Contract, Exhibit B to the Agreement.

33 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate  
 34 an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for  
 35 carrying out the requirements of this Personal Information Privacy and Security Contract and for  
 36 communicating on security matters with the COUNTY.

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